

AGENDA

SPECIAL CALLED MEETING OF THE DIRECTORS OF THE ANDERSON COUNTY DETENTION FACILITIES CORPORATION

January 9, 2025 at 9:30 A.M.

101 South Main Street, Anderson, SC 29624
Administrator's Conference Room-2nd Floor

Virtual Attendance Permitted via Teams Conference Call:
[+1 803-567-1624,,759377720#](tel:+18035671624759377720)

1. Call to Order
2. Invocation and Pledge
3. Statement of Compliance with South Carolina Freedom of Information Act
4. Election of President for One-Year Term
5. Consideration of a Resolution Authorizing Additional Financing for a New Jail Facility to be Used by Anderson County, and Matters Related Thereto, entitled:

A RESOLUTION AUTHORIZING THE EXECUTION OF DOCUMENTS RELATING TO THE ISSUANCE, SALE, AND DELIVERY OF \$35,000,000 AGGREGATE PRINCIPAL AMOUNT OF ANDERSON COUNTY DETENTION FACILITIES CORPORATION INSTALLMENT PURCHASE REVENUE BONDS TO PROVIDE NEW FUNDS FOR THE ANDERSON COUNTY JAIL PROJECT; AUTHORIZING THE ISSUANCE AND SALE OF NOT EXCEEDING \$55,000,000 AGGREGATE PRINCIPAL AMOUNT OF ANDERSON COUNTY DETENTION FACILITIES CORPORATION INSTALLMENT PURCHASE REVENUE REFUNDING BONDS TO REFUND OUTSTANDING BONDS PREVIOUSLY ISSUED BY THE CORPORATION FOR THE COUNTY JAIL PROJECT; AUTHORIZING THE EXECUTION OF A SUPPLEMENTAL TRUST AGREEMENT BETWEEN THE CORPORATION AND REGIONS BANK; AUTHORIZING THE EXECUTION OF A SUPPLEMENTAL BASE LEASE AGREEMENT BETWEEN THE CORPORATION AND ANDERSON COUNTY, SOUTH CAROLINA (THE "COUNTY"); AUTHORIZING THE EXECUTION OF A SUPPLEMENTAL INSTALLMENT PURCHASE AND USE AGREEMENT BETWEEN THE CORPORATION AND THE COUNTY; AND PROVIDING FOR OTHER MATTERS RELATING TO THE FOREGOING.

6. Executive Session, if needed, to discuss and receive legal advice and prospective contractual matters (action may be taken following executive session)
7. Discuss and Set Next Meeting Date
8. Adjourn

A RESOLUTION AUTHORIZING THE EXECUTION OF DOCUMENTS RELATING TO THE ISSUANCE, SALE, AND DELIVERY OF \$35,000,000 AGGREGATE PRINCIPAL AMOUNT OF ANDERSON COUNTY DETENTION FACILITIES CORPORATION INSTALLMENT PURCHASE REVENUE BONDS TO PROVIDE NEW FUNDS FOR THE ANDERSON COUNTY JAIL PROJECT; AUTHORIZING THE ISSUANCE AND SALE OF NOT EXCEEDING \$55,000,000 AGGREGATE PRINCIPAL AMOUNT OF ANDERSON COUNTY DETENTION FACILITIES CORPORATION INSTALLMENT PURCHASE REVENUE REFUNDING BONDS TO REFUND OUTSTANDING BONDS PREVIOUSLY ISSUED BY THE CORPORATION FOR THE COUNTY JAIL PROJECT; AUTHORIZING THE EXECUTION OF A SUPPLEMENTAL TRUST AGREEMENT BETWEEN THE CORPORATION AND REGIONS BANK; AUTHORIZING THE EXECUTION OF A SUPPLEMENTAL BASE LEASE AGREEMENT BETWEEN THE CORPORATION AND ANDERSON COUNTY, SOUTH CAROLINA (THE "COUNTY"); AUTHORIZING THE EXECUTION OF A SUPPLEMENTAL INSTALLMENT PURCHASE AND USE AGREEMENT BETWEEN THE CORPORATION AND THE COUNTY; AND PROVIDING FOR OTHER MATTERS RELATING TO THE FOREGOING.

RESOLUTION AUTHORIZING FINANCING

Adopted January 9, 2025

TABLE OF CONTENTS

ARTICLE I
FINDINGS OF FACT

Section 1.1 Findings.....1

ARTICLE II
AUTHORIZATION OF FINANCING DOCUMENTS

Section 2.1 Supplemental Base Lease, Supplemental Purchase and Use Agreement, and Supplemental Trust Agreement3
Section 2.2 Use of Proceeds of the Series 2025 Bonds3
Section 2.3 Tax Covenants.....3

ARTICLE III
AUTHORIZATION FOR THE ISSUANCE AND SALE OF THE SERIES 2025 BONDS

Section 3.1 Bond Purchase Agreement4
Section 3.2 Official Statement4
Section 3.3 Execution and Delivery of the Series 2025 Bonds.....4
Section 3.4 Review and Approval by Counsel4

ARTICLE IV
GENERAL AUTHORIZATION

Section 4.1 General Authorization5
Section 4.2 Engagement of Professionals and Other Services.....5
Section 4.3 Effective Date.....5

BE IT RESOLVED by the Board of Directors of the Anderson County Detention Facilities Corporation (the “*Corporation*”) in meeting duly assembled as follows:

ARTICLE I

FINDINGS OF FACT

Section 1.1 Findings. In connection with the adoption of this resolution (this “*Resolution*”), the Board of Directors of Anderson County Detention Facilities Corporation (the “*Board of Directors*”) find as a fact, as follows:

(a) The Corporation is a South Carolina nonprofit corporation and has been formed for the purpose of supporting certain activities of Anderson County, South Carolina (the “*County*”).

(b) The Corporation previously issued its Installment Purchase Revenue Bond (Anderson County Jail Project), Series 2022A in a principal amount of \$49,500,000 (the “*Series 2022A Bond*”) and its Installment Purchase Revenue Bond (Anderson County Jail Project), Taxable Series 2022B in a principal amount of \$4,500,000 (the “*Series 2022B Bond*,” and together with the Series 2022A Bond, the “*Series 2022 Bonds*”) under and pursuant to the terms of a Trust Agreement dated as of October 12, 2022 (the “*Original Trust Agreement*”) by and between the Corporation and Regions Bank, as trustee (the “*Trustee*”), the proceeds of which provided funds (i) to defray the costs of construction, reconstruction, acquisition, installation, renovation, and equipping of jail facilities and related improvements and infrastructure on the hereinafter defined Real Property (the “*2022 Project*”), and (ii) to pay costs related to the issuance of the Series 2022 Bonds.

(c) The Original Trust Agreement provides for the issuance of additional bonds (“*Additional Bonds*”) for, among other purposes, “(i) to refund any of the Series 2022 Bonds or any Additional Bonds theretofore issued, or (ii) for the purpose of paying the cost of Additional Facilities or Additional Ancillary Projects.” The term Additional Facilities is defined in the Original Trust Agreement as any facilities of the County acquired, constructed, or improved by the Corporation with the proceeds of Additional Bonds or other moneys and made subject to the Purchase and Use Agreement and the Base Lease.

(d) At present, the 2022 Project is not complete and the Corporation finds that it is necessary to obtain additional funds to defray the costs of the completion of the 2022 Project (the “*2025 Project*” and together with the 2022 Project, the “*Project*”), which shall constitute Additional Facilities under the Original Trust Agreement. In addition to the proceeds of the 2022 Bonds, the total cost to complete the 2025 Project is expected not to exceed \$35,000,000, inclusive of transaction costs.

(e) Furthermore, should the County seek to more closely match the term of the existing financing to the useful life of the Project by extending the term thereof, the Corporation finds that refunding all or a portion of the Series 2022 Bonds is in the best interests of the Corporation and the County to so provide (the “*Refunding*”).

(f) The Corporation has determined to provide for the issuance of one or more series of installment purchase revenue bonds in an aggregate principal amount not exceeding \$90,000,000, and shall be captioned as “Installment Purchase Revenue Bonds (Anderson County Jail Project), Series 2025” (the “**Series 2025 Bonds**”) to defray the costs of the 2025 Project, the Refunding, and payment of costs of issuance thereof, subject to alternative series designations to distinguish between or among separate series of Series 2025 Bonds.

(g) The County and the Corporation are currently parties to that Base Lease Agreement dated October 12, 2022 (the “**Original Base Lease**”) pursuant to which the County leases certain real property (the “**Real Property**”) and certain improvements situated thereon to the Corporation in consideration, in part, for the issuance by the Corporation of one or more series of installment purchase revenue bonds issued pursuant to the provisions of the Original Trust Agreement. The County and the Corporation are also parties to that Installment Purchase and Use Agreement dated October 12, 2022 (the “**Original Purchase and Use Agreement**”), pursuant to which the County purchases from the Corporation and uses the Facilities financed with the Series 2022 Bonds.

(h) Under Section 3.4 of the Original Trust Agreement, prior to the issuance of the Series 2025 Bonds, the County and the Corporation must execute a supplement to the Original Trust Agreement prescribing the details and terms of the Series 2025 Bonds (the “**Supplemental Trust Agreement**,” and the Original Trust Agreement, as so supplemented, the “**Trust Agreement**”), a supplement to the Original Purchase and Use Agreement modifying the existing schedule of Installment Payments to provide for the payment of the Series 2025 Bonds (the “**Supplemental Purchase and Use Agreement**”, and the Original Purchase and Use Agreement, as so supplemented, the “**Purchase and Use Agreement**”), a supplement to the Original Base Lease extending the term thereof by at least the same amount as the extension of the Original Purchase and Use Agreement (the “**Supplemental Base Lease**”, and the Original Base Lease, as so supplemented, the “**Base Lease**”). The Corporation finds that the supplements and related documents and agreements contemplated in this paragraph, necessary or convenient to effect the issuance of the Series 2025 Bonds (the “**Transactions**”) to be in furtherance of the public purposes of the Corporation.

(i) The payments to be made under the Purchase and Use Agreement and the rights of the Corporation thereto (except for certain reserved rights as provided therein) are to be assigned to the Trustee pursuant to the Trust Agreement, in order to secure and provide a source of payment for the Series 2025 Bonds, the proceeds of which are to be used for the purposes described above and in the Trust Agreement.

(j) The Board of Directors finds it to be in furtherance of the public purposes of the Corporation that the Corporation approve and enter into certain documents to effect the sale and issuance of the Series 2025 Bonds and consummation of the Transactions.

* * *

ARTICLE II

AUTHORIZATION OF FINANCING DOCUMENTS

Section 2.1 Supplemental Base Lease, Supplemental Purchase and Use Agreement, and Supplemental Trust Agreement. The forms, terms, and provisions of the Supplemental Base Lease, the Supplemental Purchase and Use Agreement, and the Supplemental Trust Agreement, as presented to this meeting and included in the minutes hereof, are hereby approved and all of the terms and provisions thereof are hereby incorporated herein by reference as if the Supplemental Base Lease, the Supplemental Purchase and Use Agreement, and the Supplemental Trust Agreement were set out in this Resolution in their entirety. The President, Executive Director, Treasurer, and Secretary of the Board of Directors (collectively, the “*Authorized Officers*” or individually an “*Authorized Officer*”; any Authorized Officer may act individually as the Authorized Officer) are hereby individually and jointly authorized, empowered and directed to execute, acknowledge, and deliver the Base Lease, the Purchase and Use Agreement, and the Trust Agreement in substantially the forms now before this meeting and hereby approved, together with such changes therein as may be deemed necessary by the Authorized Officer executing the same, upon advice of counsel, to accomplish the purposes of the transactions contemplated therein and in this Resolution and as shall not be inconsistent with or contrary to such purposes. The execution of the Supplemental Base Lease, the Supplemental Purchase and Use Agreement, and the Supplemental Trust Agreement shall constitute conclusive evidence of the approval thereof by the Authorized Officer executing the same, including the approval of any and all such changes.

Section 2.2 Use of Proceeds of the Series 2025 Bonds. The proceeds of the Series 2025 Bonds will be used to effect the Transactions, defray the costs of the 2025 Project, refund all or a portion of the Series 2022 Bonds in the discretion of the Authorized Officer, and pay the costs of issuance of the Series 2025 Bonds.

Section 2.3 Tax Covenants. The Authorized Officers are hereby individually and jointly authorized, empowered and directed to execute, acknowledge, and deliver the Tax Certificate-2025 (as defined in the Trust Agreement).

* * *

ARTICLE III

AUTHORIZATION FOR THE ISSUANCE AND SALE OF THE SERIES 2025 BONDS

Section 3.1 Bond Purchase Agreement. The Series 2025 Bonds shall be sold to Truist Securities, Inc. (or any successor or additional underwriter selected by an Authorized Officer, with the consent of the County) (the “*Underwriter*”) pursuant to negotiation for public reoffering under a bond purchase agreement (the “*Bond Purchase Agreement*”). Subject to the provisions of Section 3.4 hereof, an Authorized Officer is hereby authorized, empowered and directed to execute, acknowledge and deliver the Bond Purchase Agreement to accomplish the Transactions and cause the issuance of the Series 2025 Bonds. The execution of the Bond Purchase Agreement shall constitute conclusive evidence of the persons executing the same of their approval thereof and of the receipt of advice of counsel.

Section 3.2 Official Statement. The Board of Directors hereby approves the use of a Preliminary Official Statement in connection with the offer and sale of the Series 2025 Bonds by the Underwriter, provided that prior to distribution of the Preliminary Official Statement, the Corporation shall receive the advice of counsel in connection therewith. The distribution of the final Official Statement is hereby approved after the execution of the Bond Purchase Agreement.

Section 3.3 Execution and Delivery of the Series 2025 Bonds. The issuance of the Series 2025 Bonds is hereby authorized under the Trust Agreement. The Authorized Officer is hereby authorized to adjust the principal amount of the Series 2025 Bonds and cause the issuance of the same in one or more series from time to time, provided, however, that the maximum principal amount of Series 2025 Bonds providing funds for the 2025 Project shall not exceed \$35,000,000 and the maximum principal amount of Series 2025 Bonds issued to effect the Refunding shall not exceed \$55,000,000. The Authorized Officers, or any two of them, are hereby authorized to execute and deliver the Series 2025 Bonds and deliver the same to the Purchaser upon compliance with the terms and provisions of the Trust Agreement.

Section 3.4 Review and Approval by Counsel. The documents referenced in Sections 2.1, 3.1, and 3.3 shall not be entered into or executed by the Corporation until the Corporation has received the approving opinion of counsel as to the legality of such documents or agreements as they pertain to the Corporation. For purposes hereof, the Corporation may rely on the advice of counsel retained by it or by other counsel so long as such other counsel agrees that the Corporation may rely on such other counsel’s opinion or advice.

* * *

ARTICLE IV

GENERAL AUTHORIZATION

Section 4.1 General Authorization. The Authorized Officers and other officers of the Corporation are hereby authorized to execute and deliver such documents and take such actions as they deem necessary or desirable or as may be required hereunder, under the Trust Agreement, the Base Lease, or the Purchase and Use Agreement, or under the Bond Purchase Agreement in order to comply with the terms thereof.

Section 4.2 Engagement of Professionals and Other Services. To the extent the same are paid out of the proceeds of the Series 2025 Bonds as costs of issuance, the Authorized Officer is authorized to engage the services of professionals and institutions of a type and in a manner customary in connection with the issuance of municipal bonds, including, but not limited to, contractual arrangements with rating agencies, verification agents, financial and trust institutions, printers and the suppliers of other goods and services in connection with the sale, execution and delivery of the Series 2025 Bonds, as is necessary and desirable, and to pay the same from then proceeds of the Series 2025 Bonds. The Board of Directors specifically authorizes, approves, or ratifies, as applicable, the engagement of First Tryon Advisors to act as Financial Advisor and Pope Flynn, LLC to act as Bond Counsel and Disclosure Counsel (if applicable) in connection with the issuance of the Series 2025 Bonds, and the Authorized Officer is fully authorized to execute and deliver all appropriate contracts and engagements related to the same.

Section 4.3 Effective Date. This Resolution shall take effect immediately and no further authorization is required to execute and deliver all documents and certificates required to effect the sale, issuance, and delivery of the Series 2025 Bonds. This Resolution shall be construed liberally to effect the intent of the Board of Directors.

ADOPTED this 9th day of January 2025.

**ANDERSON COUNTY DETENTION
FACILITIES CORPORATION**

(SEAL)

Secretary, Board of Directors

SUPPLEMENTAL BASE LEASE AGREEMENT

between

ANDERSON COUNTY, SOUTH CAROLINA
as lessor

and

ANDERSON COUNTY DETENTION FACILITIES CORPORATION
as lessee

Dated _____, 2025

INDEX

Page

**ARTICLE I
DEFINITIONS AND RULES OF CONSTRUCTION**

Section 1.1. Definitions of Words and Terms 2
Section 1.2. Rules of Construction 2
Section 1.3. Accounting Terms 2

**ARTICLE II
REPRESENTATIONS**

Section 2.1. Representations by the County 2
Section 2.2. Representations by the Corporation 3

**ARTICLE III
BASE LEASE TERM**

Section 3.1. Base Lease Term 3

**ARTICLE IV
MISCELLANEOUS**

Section 4.1. Binding Effect 4
Section 4.2. Severability 4
Section 4.3. Execution in Counterparts 4
Section 4.4. Applicable Law 4
Section 4.5. Captions 4
Section 4.6. Confirmation of Original Base Lease 4

SIGNATURES 5

SUPPLEMENTAL BASE LEASE AGREEMENT

THIS SUPPLEMENTAL BASE LEASE AGREEMENT dated _____, 2025 (this "**Supplemental Base Lease**") is made and entered into by and between ANDERSON COUNTY, SOUTH CAROLINA, a political subdivision of the State (the "**County**") as lessor, and ANDERSON COUNTY DETENTION FACILITIES CORPORATION, a non-profit corporation duly organized under the laws of the State (the "**Corporation**"), as lessee,

W I T N E S S E T H

WHEREAS, the County is a political subdivision of the State and is authorized under the provisions of Title 4, Chapter 9, Article 1 of the Code of Laws of South Carolina 1976, as amended (the "**Act**"), to enter into this Supplemental Base Lease;

WHEREAS, the County and the Corporation previously provided for the development, financing coordination, design coordination, project management and construction management services with respect to certain jail facilities (the "**Facilities**") to be used by the County on certain real property currently owned by the County (the "**Real Property**");

WHEREAS, the County and the Corporation have entered into a Base Lease Agreement dated October 12, 2022 (the "**Original Base Lease**") (collectively, the Original Base Lease and this Supplemental Base Lease are referred to as the "**Base Lease**") pursuant to which the County has leased the 2022 Real Property to the Corporation to enable the Corporation to provide for the acquisition and construction thereon of the Facilities which such Facilities are being sold to the County under the terms of an Installment Purchase and Use Agreement dated October 12, 2022, between the Corporation and the County (the "**Original Purchase and Use Agreement**");

WHEREAS, the Original Purchase and Use Agreement contemporaneously herewith is being supplemented further by a Supplemental Installment Purchase and Use Agreement dated _____, 2025 (the "**Supplemental Purchase and Use Agreement**" and, together with the Original Purchase and Use Agreement, the "**Purchase and Use Agreement**");

WHEREAS, the Corporation entered into a Trust Agreement dated October 12, 2022 (the "**Original Trust Agreement**") with Regions Bank (the "**Trustee**") pursuant to the terms of which the Corporation issued its (i) \$49,500,000 Installment Purchase Revenue Bond (Anderson County Jail Project), Series 2022A, and (ii) \$5,500,000 Installment Purchase Revenue Bond (Anderson County Jail Project), Taxable Series 2022B (together, the "**2022 Bonds**");

WHEREAS, contemporaneously herewith, the Corporation and the Trustee are entering into a Supplemental Trust Agreement dated _____, 2025 supplementing and amending the Original Trust Agreement to provide for the issuance and sale of a Series of Additional Bonds in the amount of \$_____ designated as the "Anderson County Detention Facilities Corporation Installment Purchase Revenue Bonds (Anderson County Jail Project), Series 2025" dated _____, 2025 (the "**2025 Bonds**");

WHEREAS, the Original Trust Agreement and the Supplemental Trust Agreement are referred to collectively as the "**Trust Agreement**"; and

WHEREAS, the payments to be made under the Purchase and Use Agreement and the rights of the Corporation thereto (except for certain reserved rights as provided therein) have been assigned to the Trustee pursuant to the terms of the Trust Agreement in order to secure and provide a source of payment for certain bonds issued and outstanding thereunder; and

WHEREAS, the Trust Agreement provides for the issuance of additional bonds (the “*Additional Bonds*”) for, among other purposes, the paying of the cost of Additional Facilities or Additional Ancillary Projects (as defined in the Original Trust Agreement); and

WHEREAS, the Corporation has determined to issue the 2025 Bonds to obtain funds for the purpose of paying the cost of Additional Facilities or Additional Ancillary Projects; and

WHEREAS, the County desires to enter into this Supplemental Base Lease to comply with the requirements of the Trust Agreement in connection with the issuance of the 2025 Bonds;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements, herein set forth the County and the Corporation do hereby covenant and agree as follows:

ARTICLE I

DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.1 Definitions of Words and Terms. Capitalized terms not otherwise defined herein are used with the meanings provided therefor in the Original Base Lease, the Trust Agreement or the Purchase and Use Agreement, unless some other meaning is plainly intended.

Section 1.2 Rules of Construction. All references in the Original Base Lease to “this Base Lease” shall be deemed to refer to the Original Base Lease as supplemented and amended by this Supplemental Base Lease. All references in the Original Trust Agreement to “the Trust Agreement” shall be deemed to refer to the Original Trust Agreement as supplemented and amended by the Supplemental Trust Agreement. All references in the Original Purchase and Use Agreement to “this Purchase and Use Agreement” shall be deemed to refer to the Original Purchase and Use Agreement, as supplemented and amended by the Supplemental Purchase and Use Agreement.

Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the words importing the singular number shall include the plural and vice versa, and words importing person shall include firms, associations and corporations, including public bodies, as well as natural persons.

The table of contents hereto and the headings and captions herein are not a part of this document.

Section 1.3 Accounting Terms. Accounting terms used herein and not otherwise specifically defined shall have the meaning ascribed to such terms by accounting principles generally accepted in the United States of America as from time to time in effect.

ARTICLE II

REPRESENTATIONS

Section 2.1 Representations by the County. The County represents, warrants and covenants as follows:

(a) The representations made by the County in the Original Base Lease are hereby affirmed as of the date hereof.

(b) The demise and lease of the additions to the 2022 Real Property and any improvements thereon by the County to the Corporation, as provided in the Base Lease, in order to allow the Corporation to provide for the Facilities, and the sale of the Facilities by the Corporation to the County pursuant to the Purchase and Use Agreement have been undertaken to enable the County to provide detention facilities in the County.

(c) The County Council has full power and authority to enact the ordinance enacted by the County Council on _____, 2025, relating to the 2025 Bonds and the County has full power and authority to enter into the transactions contemplated by this Supplemental Base Lease and to carry out its obligations hereunder.

(d) Neither the execution and delivery of this Supplemental Base Lease, nor the fulfillment of or compliance with the terms and conditions hereof, nor the consummation of the transactions contemplated hereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the County is now a party or by which the County is bound.

(e) The County is not aware of any material default in the performance of any of the parties to the Original Base Lease, the Original Purchase and Use Agreement, or with respect to the 2022 Bonds.

Section 2.2 Representations by the Corporation. The Corporation represents, warrants and covenants as follows:

(a) The representations made by the Corporation in the Original Base Lease are hereby affirmed as of the date hereof.

(b) The Corporation is a non-profit corporation duly incorporated under the laws of the State and has corporate power to enter into the Base Lease, the Purchase and Use Agreement and the Trust Agreement. By proper corporate action, the Board adopted a resolution on _____, 2025, authorizing the officers of the Corporation to execute and deliver this Supplemental Base Lease, the Supplemental Purchase and Use Agreement and the Supplemental Trust Agreement.

(c) The execution and delivery of this Supplemental Base Lease, the Supplemental Purchase and Use Agreement and the Supplemental Trust Agreement and the consummation of the transactions herein and therein contemplated will not conflict with or constitute a breach of or default under the Corporation's articles of incorporation or bylaws or any bond, debenture, note or other evidence of indebtedness of the Corporation, or any contract, agreement, or instrument to which the Corporation is a party or by which it is bound.

(d) To provide a portion of the funds necessary to defray the costs of the 2025 Project, the Corporation will issue the 2025 Bonds payable from and secured by the Installment Payments under the Purchase and Use Agreement.

(e) The Corporation is not aware of any material default in the performance of any of the parties to the Original Base Lease, the Original Purchase and Use Agreement, the Supplemental Purchase and Use Agreement, the Original Trust Agreement or the Supplemental Trust Agreement.

ARTICLE III

BASE LEASE TERM

Section 3.1 Base Lease Term. The term “Base Lease Term” as such term is used in the Base Lease shall read as follows:

“*Base Lease Term*” means the term of this Base Lease which ends on the earlier of (i) [December 1, 2065], or (ii) the date on which the Bonds are discharged within the meaning of Section 9.1 of the Trust Agreement.

Such definition shall go into effect upon the issuance of the 2025 Bonds under Section 3.4 and 8.2 of the Trust Agreement.

ARTICLE IV

MISCELLANEOUS

Section 4.1 Binding Effect. This Supplemental Base Lease shall inure to the benefit of and shall be binding upon the County, the Corporation and their respective successors and assigns.

Section 4.2 Severability. In the event any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

Section 4.3 Execution in Counterparts. This Supplemental Base Lease may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute but one and the same instrument.

Section 4.4 Applicable Law. This Supplemental Base Lease shall be governed by and construed in accordance with the laws of the State.

Section 4.5 Captions. The Section and Article headings herein are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions hereof.

Section 4.6 Confirmation of Original Base Lease. Except as expressly supplemented or amended by this Supplemental Base Lease, the Original Base Lease is and shall remain unchanged and in full force and effect in accordance with its terms. Nothing in this Supplemental Base Lease is intended, or shall be construed, to constitute a novation or an accord and satisfaction of any obligations evidenced thereby.

WITNESS the due execution of this Supplemental Base Lease as of the date first above written.

SEAL

ANDERSON COUNTY DETENTION
FACILITIES CORPORATION

WITNESS:

By: _____
President

Attest: _____
Secretary

SEAL

ANDERSON COUNTY, SOUTH CAROLINA

WITNESS:

By: _____
W. Russell Burns, County Administrator

Attest: _____
Renee D. Watts, Clerk to County Council

STATE OF SOUTH CAROLINA)
)
COUNTY OF ANDERSON)

PERSONALLY appeared before me the undersigned witness, who, upon first being duly sworn, deposes and says: that he saw Anderson County Detention Facilities Corporation by _____, its President, and by _____, its Secretary, sign the foregoing SUPPLEMENTAL BASE LEASE AGREEMENT, and that __he, with the other subscribing witness, witnessed the execution thereof.

SWORN TO AND SUBSCRIBED BEFORE ME
this ___ day of _____, 2025.

Notary Public for South Carolina
My Commission Expires:_____

SUPPLEMENTAL INSTALLMENT PURCHASE AND USE AGREEMENT

between

ANDERSON COUNTY DETENTION FACILITIES CORPORATION
as Seller

and

ANDERSON COUNTY, SOUTH CAROLINA
as Buyer

Dated _____, 2025

All right, title and interest of Anderson County Detention Facilities Corporation in the revenues derived under this Supplemental Installment Purchase and Use Agreement (except for certain reserved rights) have been assigned to Regions Bank, as Trustee, under a Trust Agreement dated October 12, 2022, as supplemented and amended.

INDEX

Page

Recitals..... 1

**ARTICLE I
DEFINITIONS AND REPRESENTATIONS**

Section 1.1. Definitions and Rules of Construction..... 2
Section 1.2. County Representations 2
Section 1.3. Corporation Representations 4

**ARTICLE II
TERM**

Section 2.1. Termination 5

**ARTICLE III
INSTALLMENT PAYMENTS; ASSIGNMENT TO TRUSTEE**

Section 3.1. Adjustments to Installment Payments 6
Section 3.2. Prepayment of Installment Payments 6
Section 3.3. Event of Nonappropriation 7

**ARTICLE IV
COVENANTS OF THE COUNTY**

Section 4.1. Covenants Under Original Purchase and Use Agreement 7
Section 4.2. Representations and Covenants Regarding Tax Exempt Status of Bonds..... 7

**ARTICLE V
MISCELLANEOUS**

Section 5.1. Assignments 8
Section 5.2. Severability 8
Section 5.3. Successors and Assigns 8
Section 5.4. Applicable Law..... 8
Section 5.5. Recordation..... 8
Section 5.6. Confirmation of Original Purchase and Use Agreement 8

Signatures 9

REVISED EXHIBIT D – Base Payments Schedule D-1
REVISED EXHIBIT E – Valuation of Facilities..... E-1

**SUPPLEMENTAL
INSTALLMENT PURCHASE AND USE AGREEMENT**

This SUPPLEMENTAL INSTALLMENT PURCHASE AND USE AGREEMENT dated _____, 2025 (this “*Supplemental Purchase and Use Agreement*”) is made and entered into by and between ANDERSON COUNTY DETENTION FACILITIES CORPORATION (together with its successors and assigns, the “*Corporation*”), a non-profit corporation formed under the laws of the State, as Seller, and ANDERSON COUNTY, SOUTH CAROLINA (the “*County*”), a political subdivision of the State, as Buyer.

WITNESSETH

WHEREAS, the Corporation is a non-profit corporation formed under the provisions of Section 33-31-10 through 33-31-180, inclusive, Code of Laws of South Carolina 1976, as amended; and

WHEREAS, the County is a political subdivision of the State and is authorized under the provisions of Title 4, Chapter 9, Article 1 of Code of Laws of South Carolina 1976, as amended (the “*Act*”), to enter into this Supplemental Purchase and Use Agreement; and

WHEREAS, the County and the Corporation entered into (i) a Base Lease Agreement dated October 12, 2022 (the “*Original Base Lease*”) and (ii) an Installment Purchase and Use Agreement dated October 12, 2022 (the “*Original Purchase and Use Agreement*” and together with this Supplemental Purchase and Use Agreement, the “*Purchase and Use Agreement*”); and

WHEREAS, the payments to be made under the Original Purchase and Use Agreement and the rights of the Corporation thereto (except for certain reserved rights as provided therein) were assigned to Regions Bank, as Trustee (the “*Trustee*”) pursuant to the terms of a Trust Agreement dated October 12, 2022 (the “*Original Trust Agreement*”) between the Corporation and the Trustee, in order to secure and provide a source of payment for certain bonds the proceeds of which were used for the payment of the costs of constructing, reconstructing, acquiring, installing, renovating, and equipping of jail facilities and related improvements; and

WHEREAS, in accordance with the terms of the Original Trust Agreement, the Corporation issued its (i) \$49,500,000 Installment Purchase Revenue Bond (Anderson County Jail Project), Series 2022A, and (ii) \$5,500,000 Installment Purchase Revenue Bond (Anderson County Jail Project), Taxable Series 2022B (together, the “*2022 Bonds*”); and

WHEREAS, the Original Trust Agreement provides for the issuance of Additional Bonds for, among other purposes, the paying of costs of Additional Facilities or Additional Ancillary Projects in accordance with the terms of the Original Trust Agreement; and

WHEREAS, the Corporation has determined to issue the 2025 Bonds (as defined below) for the purpose of providing funds to complete the 2022 Project (as defined in the Original Trust Agreement) and related improvements thereto (the “*2025 Project*”); and

WHEREAS, the Corporation is executing and delivering to the Trustee a Supplemental Trust Agreement dated _____, 2025 (the “*Supplemental Trust Agreement*” and, together with the Original Trust Agreement, and any other supplement thereto, the “*Trust Agreement*”) to provide for the issuance and sale of its \$_____ Installment Purchase Revenue Bonds (Anderson County Jail Project), Series

2025, dated _____, 2025 (the “**2025 Bonds**”) in order to defray the costs of the 2025 Project and the payment of costs of issuance of the 2025 Bonds; and

WHEREAS, in accordance with the terms of the Trust Agreement, the County is executing and delivering to the Corporation a Supplemental Base Lease Agreement dated _____, 2025 (the “**Supplemental Base Lease**” and, together with the Original Base Lease, the “**Base Lease**”) to comply with the requirements of the Trust Agreement in connection with the issuance of the 2025 Bonds; and

WHEREAS, the County desires to enter into this Supplemental Purchase and Use Agreement to comply with the requirements of the Trust Agreement in connection with the issuance of the 2025 Bonds and to provide for certain changes in the amount of the Installment Payments as a result of the issuance of the 2025 Bonds;

NOW, THEREFORE, in consideration of the undertaking of the Corporation to issue the 2025 Bonds to defray the costs of the 2025 Project, the mutual covenants and agreements of the parties hereto, and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Corporation and the County, intending to be legally bound, do hereby agree as follows:

ARTICLE I

DEFINITIONS AND REPRESENTATIONS

Section 1.1 Definitions and Rules of Construction. (a) *Definitions.* Capitalized terms not otherwise defined herein are used with the meanings provided therefor in the Original Purchase and Use Agreement, the Trust Agreement or the Base Lease. For all purposes of the Purchase and Use Agreement, the following term shall have the meanings set forth below:

“**Base Payments**” means that portion of the Installment Payments specified as Base Payments in Section 4.1 of the Original Purchase and Use Agreement as revised by this Supplemental Purchase and Use Agreement, all as shown on Revised Exhibit D hereto.

(b) *Rules of Construction.* All references in the Original Purchase and Use Agreement to “this Purchase and Use Agreement” shall be deemed to refer to the Original Purchase and Use Agreement as supplemented and amended by this Supplemental Purchase and Use Agreement. All references in the Original Purchase and Use Agreement to “the Trust Agreement” shall be deemed to refer to the Original Trust Agreement as supplemented and amended by the Supplemental Trust Agreement. All references in the Original Purchase and Use Agreement to “the Base Lease” shall be deemed to refer to the Original Base Lease as supplemented and amended by the Supplemental Base Lease.

Section 1.2 County Representations. The representations made by the County in the Original Purchase and Use Agreement are hereby affirmed as of the date hereof. In addition, the County makes the following representations and warranties:

(a) The County is a political subdivision of the State and has full power and legal right to enter into this Supplemental Purchase and Use Agreement and the Supplemental Base Lease and to perform its obligations hereunder and thereunder. The County’s actions in making and performing this Supplemental Purchase and Use Agreement and the Supplemental Base Lease have been duly authorized by all necessary governmental action and will not violate or conflict with any law or governmental rule or regulation, or any mortgage, agreement, instrument or other document by which the County or its properties are bound.

(b) The County is a political subdivision of the State and is a political subdivision within the meaning of Section 103(c)(1) of the Code.

(c) The County will take such action as is necessary to ensure that the proceeds from the 2025 Bonds other than amounts set aside in the Supplemental Trust Agreement for payment of costs of issuance are applied solely to defray all or a portion of the costs of the 2025 Project.

(d) The County is not aware of any fact that will materially and adversely affect the properties, activities, operations, revenues, prospects or condition (financial or otherwise) of the County, its status as a political subdivision of the State within the meaning of Section 103(c)(1) of the Code, its ability to own and operate its property in the manner such property is currently operated or its ability to perform its obligations under the Purchase and Use Agreement or the Base Lease.

(e) There are no proceedings pending or, to the knowledge of the County, threatened against or affecting the County in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would materially and adversely affect the properties, operations, prospects or condition (financial or otherwise) of the County, or the corporate existence or powers or ability of the County to enter into and perform its obligations under the Purchase and Use Agreement or the Base Lease.

(f) The execution and delivery of this Supplemental Purchase and Use Agreement and the Supplemental Base Lease (collectively, the “*County Agreements*”), and the consummation of the transactions provided for herein and therein, and compliance by the County with the provisions of the County Agreements:

(i) are within its governmental powers and have been duly and validly authorized by all necessary governmental and other action on the part of the County; and

(ii) do not and will not conflict with or result in any material breach of any of the terms, conditions, or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge, or encumbrance upon any property or assets of the County pursuant to, any indenture, loan agreement or other agreement or instrument (other than the Purchase and Use Agreement) or any governmental restriction to which the County is a party or by which the County, its properties or operations may be bound or with the giving of notice or the passage of time or both would constitute such a breach or default or result in the creation or imposition of any such lien, charge or encumbrance, which breach, default, lien, charge or encumbrance could materially and adversely affect the validity or the enforceability of the County Agreements or the County’s ability to perform fully its obligations under the County Agreements; nor will such action result in any violation of any laws, ordinances, governmental rules or regulations or court or other governmental orders to which the County, its properties or operations are subject.

(g) No event has occurred and no condition exists that constitutes an Event of Default or which, upon the execution and delivery of this Supplemental Purchase and Use Agreement, and/or the passage of time or giving of notice or both, would constitute an Event of Default. The County is not in violation in any material respect, and has not received notice of any claimed material violation (except such violations as do not, and shall not, have any material adverse effect on the transactions herein contemplated and the compliance by the County with the terms hereof, or the County Agreements), of any terms of any court order, statute, regulation, ordinance, agreement, or other instrument to which it is a party or by which it, its properties or its operations may be bound.

(h) The Purchase and Use Agreement (including the Original Purchase and Use Agreement as supplemented and amended by this Supplemental Purchase and Use Agreement) is a legal, valid and binding obligation and agreement of the County, enforceable against the County in accordance with its terms except as such enforceability may be limited by bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally and by general principles of equity; anything herein to the contrary notwithstanding, the Purchase and Use Agreement is subject in its entirety to the right of the County to terminate the Purchase and Use Agreement and all the terms and provisions hereof by failing to budget and appropriate moneys specifically to pay Installment Payments, as provided in Sections 2.2, 4.6 and 4.7 of the Original Purchase and Use Agreement.

(i) The County has approved the issuance by the Corporation of the 2025 Bonds.

(j) The County has not terminated any lease, lease-purchase agreement, or installment purchase agreement by nonappropriation.

Section 1.3 Corporation Representations. The representations made by the Corporation in the Original Purchase and Use Agreement are hereby affirmed as of the date hereof. In addition, the Corporation makes the following representations and warranties:

(a) The Corporation is a duly organized and existing non-profit corporation created under the laws of the State, has the requisite power to carry on its present and proposed activities, and has full power, right and authority to enter into this Supplemental Purchase and Use Agreement, the Supplemental Trust Agreement and the Supplemental Base Lease (collectively, the "*Corporation Agreements*") and to perform each and all of the obligations of the Corporation provided therein.

(b) The Corporation has taken or caused to be taken all requisite corporate action to authorize the execution and delivery of, and the performance of its obligations under the Corporation Agreements.

(c) By proper corporate action, the officers of the Corporation have been duly authorized to execute and deliver the Corporation Agreements.

(d) The execution and delivery by the Corporation of the Corporation Agreements and the consummation by the Corporation of the transactions contemplated hereby and thereby have not and will not conflict with or constitute a breach of or default under the Corporation's articles of incorporation or bylaws or any bond, debenture, note or other evidence of indebtedness of the Corporation, or any contract, agreement, or instrument to which the Corporation is a party or by which it is bound.

(e) Each of the Corporation Agreements has been or will be duly executed and delivered by the Corporation and constitutes or will constitute a legal and valid obligation of the Corporation, enforceable against the Corporation in accordance with its terms, except as enforcement may be limited by laws affecting creditors' rights generally and except as equitable remedies may be limited by judicial discretion.

(f) Other than as disclosed in writing by the Corporation to the County and the Trustee, there is no litigation pending and served on the Corporation that challenges the Corporation's authority to execute, deliver, or perform the Corporation Agreements and the Corporation has disclosed any threatened litigation with respect to such matters of which the Corporation is aware.

(g) The Corporation is not aware of any material default in the performance of any of the parties to the Corporation Agreements.

(h) To the actual knowledge of the Corporation, the Corporation is in material compliance with all applicable laws, regulations and ordinances, including but not limited to those applicable to the Corporation's activities in connection with the Corporation Agreements.

(i) To defray all or a portion of the costs of the 2025 Project [and the redemption and refunding of the 2022 Bonds] together with costs of issuance of the 2025 Bonds, the Corporation will enter into the Supplemental Trust Agreement pursuant to which it will issue the 2025 Bonds payable from and secured by the Installment Payments under the Purchase and Use Agreement.

ARTICLE II

TERM

Section 2.1 Termination. This Supplemental Purchase and Use Agreement is subject to the terms of the Original Purchase and Use Agreement and, accordingly, the Purchase and Use Agreement shall terminate upon the earliest of any of the following events:

- (a) The occurrence of an Event of Nonappropriation which is not thereafter waived;
- (b) The purchase by the County of the Facilities as provided in Article IX of the Original Purchase and Use Agreement;
- (c) The occurrence of an Event of Default under and termination of the Purchase and Use Agreement by the Corporation or the Trustee under Article VIII of the Original Purchase and Use Agreement; or
- (d) [October 1, 2045], which date constitutes the last day of the term, or such other date as all Installment Payments due under the Purchase and Use Agreement shall be paid.

Termination of the term of the Purchase and Use Agreement shall terminate all obligations of the County under the Purchase and Use Agreement, including its obligations to pay any future Installment Payments (except as specifically provided in the Purchase and Use Agreement), and shall, subject to identification as provided in Section 2.4 of the Purchase and Use Agreement, terminate the County's rights of possession under the Purchase and Use Agreement to the Corporation Facilities (except to the extent of any conveyance pursuant to Article IX of the Purchase and Use Agreement); but all other provisions of the Purchase and Use Agreement, including all obligations of the Corporation with respect to the Holders of the Bonds and the receipt and disbursement of funds and all rights and remedies of the Corporation specifically provided in the Purchase and Use Agreement, shall be continuing until the Trust Agreement is discharged as provided therein. Notwithstanding the foregoing, termination of the term of the Purchase and Use Agreement shall not impair the County's rights as landlord or the Corporation's rights as tenant under the Base Lease, except as provided in the Base Lease.

ARTICLE III

INSTALLMENT PAYMENTS; ASSIGNMENT TO TRUSTEE

Section 3.1 Adjustments to Installment Payments.

(a) *Base Payments.* Base Payments shall be modified to reflect the payments due with respect to the 2025 Bonds, subject to an Event of Nonappropriation as described in Section 4.7 of the Purchase and Use Agreement. The Base Payments shall be in the amounts set forth on Revised Exhibit D hereto and the undivided percentage interest in the Facilities each Base Payment represents shall be in the amounts set forth on Revised Exhibit E. Amounts shown for the 2025 Bonds shall be deposited in the Series 2025 Facilities Purchase Subaccount within the Facilities Purchase Account as such funds have heretofore been established or, with respect to the 2025 Bonds are being established under Section 5.3 of the Supplemental Trust Agreement. Except as modified to account for the 2025 Bonds, the provisions of the Original Purchase and Use Agreement concerning Base Payments shall continue in full force and effect. Revised Exhibits D and E hereto include the Base Payments with respect to the Original Purchase and Use Agreement and, therefore, supersede Exhibits D and E to the Original Purchase and Use Agreement.

(b) *Additional Payments.* In addition to the payments called for under Section 4.1(c) of the Original Purchase and Use Agreement, the County agrees to pay as Additional Payments, subject to the provisions of Section 4.7 of the Original Purchase and Use Agreement, such other sums as are provided for herein.

(c) *Credits.* The County shall be entitled to a credit against payments of Base Payments in the amount of any deposits in the Bond Fund provided for in Section 5.5 of the Trust Agreement.

(d) *Continuation of Term by County.* The County has no reason to believe, as of the date hereof, that it will not continue making Installment Payments through the entire term of the Purchase and Use Agreement, and believes that it will pay the Installment Payments due or coming due hereunder in order to use and continue to use the Facilities and believes that it will have sufficient legally available funds and adequate capacity to issue general obligation debt that does not require voter approval in amounts sufficient and at times to pay Base Payments when due.

(e) *Coordination with Original Purchase and Use Agreement.* Provisions in the Original Purchase and Use Agreement relating to Additional Payments and Credits shall be read to refer to such payments with respect to the 2025 Bonds.

[(f) *Coordination with Section 2.1 of the Original Purchase and Use Agreement.* Notwithstanding anything in Section 2.1 of the Original Purchase and Use Agreement to the contrary, the County shall not be entitled to a transfer of title to an undivided interest in the Facilities pursuant to such Section 2.1 based upon payment of Base Payments used to pay Refunded Bonds at maturity or prepayment of Base Payments used to redeem Refunded Bonds, in either case from the proceeds of sale of the 2025 Bonds and investment earnings thereon. Nothing herein is intended to restrict or impair in any manner the County's right to transfer of an undivided interest in the Facilities pursuant to Section 2.1 of the Original Purchase and Use Agreement upon each payment of Base Payments used to pay the 2025 Bonds at maturity or prepayment of Base Payments used to redeem the 2025 Bonds.]

Section 3.2 Prepayment of Installment Payments. The County may prepay Installment Payments with respect to the 2025 Bonds in whole or in part as provided in, and under the conditions

prescribed under, Section 4.1(a) of the Supplemental Trust Agreement, notwithstanding anything in Section 9.1(b) of the Original Purchase and Use Agreement to the contrary.

Section 3.3 Event of Nonappropriation. The provisions of the Original Purchase and Use Agreement with respect to an Event of Nonappropriation shall apply in like manner to this Supplemental Purchase and Use Agreement.

ARTICLE IV

COVENANTS OF THE COUNTY

Section 4.1 Covenants Under Original Purchase and Use Agreement. The covenants made by the County in Article V of the Original Purchase and Use Agreement are hereby ratified and reaffirmed; provided that (a) in connection with any consolidation or merger permitted under Section 5.1, the County shall deliver to the Trustee, prior to the effective date of any such consolidation or merger, a written opinion of Bond Counsel to the effect that such merger or consolidation will not adversely affect the excludability of interest on the 2025 Bonds from gross income of the Owners thereof for federal income tax purposes; and (b) in connection with any sale, transfer, lease, sublease or other disposition of all or any substantial portion of the Real Property or the Facilities as permitted under Section 5.1(b), the County shall deliver to the Trustee, prior to the effective date of any such sale, transfer, lease, sublease or other disposition, a written opinion of Bond Counsel to the effect that such sale, transfer, lease, sublease or other disposition will not adversely affect the excludability of interest on the 2025 Bonds from gross income of the Owners thereof for federal income tax purposes;.

Section 4.2 Representations and Covenants Regarding Tax Exempt Status of Bonds.

(a) The County shall not take any action or permit any action to be taken on its behalf, or cause or permit any circumstance within its control to arise or continue, if such action or circumstance, or its expectation on the date of this Supplemental Purchase and Use Agreement, would cause the interest paid on the 2025 Bonds to be includable in the gross income of the recipients thereof for federal income tax purposes.

(b) The County covenants to the Corporation, the Trustee and the Owners of the 2025 Bonds that, notwithstanding any other provision of this Supplemental Purchase and Use Agreement or any other instrument, it will neither make nor cause to be made any investment or other use of the proceeds of the 2025 Bonds or amounts on deposit in any of the funds or accounts under the Trust Agreement which would cause the 2025 Bonds to be “arbitrage bonds” under Section 148 of the Code and the regulations thereunder, and that it will comply with the requirements of such Section and regulations throughout the term of the 2025 Bonds.

(c) The County shall take all actions necessary on its part to enable compliance with the rebate provisions of Section 148(f) of the Code in order to preserve the federal income tax status of payments of interest with respect to the 2025 Bonds. The County shall ensure that the Corporation retains a consultant experienced in the calculation and determination of rebate payments and liability under Section 148(f) of the Code to provide the reports required under the tax certificate.

(d) The County will accept title to the Facilities upon the discharge of the 2025 Bonds.

ARTICLE V

MISCELLANEOUS

Section 5.1 Assignments. Except as contemplated in Section 5.1 of the Original Purchase and Use Agreement and the Trust Agreement, this Supplemental Purchase and Use Agreement may not be assigned by either of the parties hereto without the prior written consent of the other party hereto and the prior written consent of the Trustee. Except as provided in Section 8.2 of the Original Purchase and Use Agreement and the provisions of Articles VI and VII of the Original Trust Agreement, the Trustee shall not be permitted to further assign its interest in this Supplemental Purchase and Use Agreement.

Section 5.2 Severability. In case any provision of this Supplemental Purchase and Use Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof and this Supplemental Purchase and Use Agreement shall be construed as if such provision had never been contained herein.

Section 5.3 Successors and Assigns. All covenants, promises and agreements contained in this Supplemental Purchase and Use Agreement by or on behalf of or for the benefit of the County or the Corporation, shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

Section 5.4 Applicable Law. This Supplemental Purchase and Use Agreement shall be governed by, and interpreted under, the laws of the State.

Section 5.5 Recordation. At the option of the Corporation, this Supplemental Purchase and Use Agreement or a short form and summary hereof may be recorded in appropriate official records.

Section 5.6 Confirmation of Original Purchase and Use Agreement. Except as expressly supplemented or amended by this Supplemental Purchase and Use Agreement, the Original Purchase and Use Agreement is and shall remain unchanged and in full force and effect in accordance with its terms. Nothing in this Supplemental Purchase and Use Agreement is intended, or shall be construed, to constitute a novation or an accord and satisfaction of any obligations evidenced thereby.

WITNESS the due execution of this Supplemental Installment Purchase and Use Agreement as of the day and the year first mentioned above.

SEAL

ANDERSON COUNTY DETENTION
FACILITIES CORPORATION

WITNESS:

By: _____
President

Attest: _____
Secretary

SEAL

ANDERSON COUNTY, SOUTH CAROLINA

WITNESS:

By: _____
W. Russell Burns, County Administrator

Attest: _____
Renee D. Watts, Clerk to County Council

STATE OF SOUTH CAROLINA)
)
COUNTY OF ANDERSON)

PERSONALLY appeared before me the undersigned witness, who, upon first being duly sworn, deposes and says: that he saw Anderson County Detention Facilities Corporation by _____, its President, and by _____, its Secretary, sign the foregoing SUPPLEMENTAL INSTALLMENT PURCHASE AND USE AGREEMENT, and that ___he, with the other subscribing witness, witnessed the execution thereof.

SWORN TO AND SUBSCRIBED BEFORE ME
this ___ day of _____, 2025.

Notary Public for South Carolina
My Commission Expires:_____

STATE OF SOUTH CAROLINA)
)
COUNTY OF ANDERSON)

PERSONALLY appeared before me the undersigned witness, who, upon first being duly sworn, deposes and says: that he saw Anderson County, South Carolina, by W. Russell Burns, the County Administrator of the County, and Renee D. Watts, the Clerk to County Council of the County, sign the foregoing SUPPLEMENTAL INSTALLMENT PURCHASE AND USE AGREEMENT, and that __he, with the other subscribing witness, witnessed the execution thereof.

SWORN TO AND SUBSCRIBED BEFORE ME
this __ day of _____, 2025.

Notary Public for South Carolina
My Commission Expires:_____

REVISED EXHIBIT D TO PURCHASE AND USE AGREEMENT

BASE PAYMENTS SCHEDULE

Calendar Year

March 15

September 15



REVISED EXHIBIT E TO PURCHASE AND USE AGREEMENT

VALUATION OF FACILITIES

Name of Facility Assigned value as of Date of Execution
and Delivery of Agreement

PERCENTAGE OF BASE PAYMENTS TO FACILITIES PURCHASED

<u>Payment Date</u>	<u>Base Payments Allocated to Purchase Price</u>	<u>Percentage of Facilities Purchased</u>	<u>Aggregate Percentage of Facilities Purchased</u>
---------------------	--	---	---

SUPPLEMENTAL TRUST AGREEMENT

between

ANDERSON COUNTY DETENTION FACILITIES CORPORATION

and

REGIONS BANK
as Trustee

Dated _____, 2025

INDEX

*(This Index is not a part of this Supplemental Trust Agreement
but rather is for convenience of reference only)*

	<u>Page</u>
Preambles	1
ARTICLE I DEFINITIONS	
Section 1.1 Definitions.....	2
Section 1.2 Interpretation.....	4
Section 1.3 Captions and Headings	5
ARTICLE II RECITALS AND REPRESENTATIONS	
Section 2.1 Affirmation of Recitals and Representations in Original Trust Agreement	5
Section 2.2 Powers and Trusts Granted	5
Section 2.3 Other Security Documents	5
ARTICLE III AUTHORIZATION AND TERMS OF 2025 BOND	
Section 3.1 Principal Amount of 2025 Bonds; Designation of 2025 Bonds; Conditions to Delivery	6
Section 3.2 Purposes	6
Section 3.3 Form of 2025 Bonds	7
Section 3.4 Denomination; Numbering	7
Section 3.5 Maturity Schedule; Date; Interest Rate.....	8
Section 3.6 Payment of Principal and Interest.....	9
Section 3.7 Other Details of 2025 Bonds.....	9
Section 3.8 Tax Covenants of Corporation.....	9
Section 3.9 Book-Entry System.....	10
ARTICLE IV PREPAYMENT OF 2025 BONDS	
Section 4.1 Prepayment of 2025 Bonds.....	13
Section 4.2 Other Provisions Relating to Prepayment.....	14
ARTICLE V PROVISIONS AS TO FUNDS AND PAYMENTS	
Section 5.1 Deposit of Money	14
Section 5.2 Creation of Subaccounts in Bond Fund	14
Section 5.3 Creation of 2025 Project Fund and 2025 Cost of Issuance Fund	14
Section 5.4 Disbursements.....	14

ARTICLE VI
MISCELLANEOUS

Section 6.1	Severability	15
Section 6.2	Amendment to Trust Agreement	15
Section 6.3	Binding Effect	15
Section 6.4	Counterparts	16
Section 6.5	Governing Law	16
Signatures.....		12
EXHIBIT A - Form of 2025 Bonds		A-1

SUPPLEMENTAL TRUST AGREEMENT

This Supplemental Trust Agreement dated _____, 2025 (this “*Supplemental Trust Agreement*”) is made by and between ANDERSON COUNTY DETENTION FACILITIES CORPORATION (the “*Corporation*”), a nonprofit corporation organized and existing under the laws of the State, with its principal place of business located in Anderson, South Carolina, and REGIONS BANK, as trustee (the “*Trustee*”), an Alabama banking corporation, with a corporate trust office located in Atlanta, Georgia.

WITNESSETH:

WHEREAS, Anderson County, South Carolina (the “*County*”) and the Corporation previously provided for the construction, reconstruction, acquisition, installation, renovation, and equipping of jail facilities and related improvements on the 2022 Real Property, to include, without limitation, the construction of the new County jail and renovation of the existing County jail (the “*Facilities*”) to be used by the County on certain real property currently owned by the County (the “*Real Property*”);

WHEREAS, the County and the Corporation have entered into a Base Lease Agreement dated October 12, 2022 (the “*Original Base Lease*”) pursuant to which the County has leased the Real Property to the Corporation to enable the Corporation to provide for the acquisition and construction thereon of the Facilities (as defined in the hereinafter mentioned Purchase and Use Agreement) which such Facilities are being sold to the County under the terms of an Installment Purchase and Use Agreement dated October 12, 2022 (the “*Original Purchase and Use Agreement*”), each by and between the Corporation and the County;

WHEREAS, the Original Purchase and Use Agreement contemporaneously herewith is being supplemented further by a Supplemental Installment Purchase and Use Agreement dated _____, 2025 (the “*Supplemental Purchase and Use Agreement*” and, together with the Original Purchase and Use Agreement, the “*Purchase and Use Agreement*”);

WHEREAS, the Corporation entered into a Trust Agreement dated October 12, 2022 (the “*Original Trust Agreement*”) with the Trustee pursuant to the terms of which the Corporation issued its (i) \$49,500,000 Installment Purchase Revenue Bond (Anderson County Jail Project), Series 2022A, and (ii) \$5,500,000 Installment Purchase Revenue Bond (Anderson County Jail Project), Taxable Series 2022B (the “*2022 Bonds*”); and

WHEREAS, the Original Trust Agreement provides for the issuance of Additional Bonds to provide for additional facilities of the County subject to the Purchase and Use Agreement and Base Lease (as defined herein); and

WHEREAS, the Corporation has determined that it is necessary to issue Additional Bonds to complete the 2022 Project (as defined in the Original Trust Agreement) (the completion of the 2022 Project is referred to as the “*2025 Project*”) through the issuance of Additional Bonds in the principal amount of \$[35,000,000] to be designated as “Anderson County Detention Facilities

Corporation Installment Purchase Revenue Bonds (Anderson County Jail Project), Series 2025” dated _____, 2025 (the “**2025 Bonds**”) for the purpose of defraying the costs of the 2025 Project and paying costs of issuance related thereto; and

WHEREAS, in accordance with the terms of the Original Trust Agreement, the County is executing and delivering to the Corporation (i) a Supplemental Base Lease Agreement dated _____, 2025 (the “**Supplemental Base Lease**” and, together with Original Base Lease, the “**Base Lease**”) to comply with the requirements of the Original Trust Agreement in connection with the issuance of the 2025 Bonds, and (ii) the Supplemental Purchase and Use Agreement to comply with the requirements of the Original Trust Agreement in connection with the issuance of the 2025 Bonds;

WHEREAS, the Corporation desires to enter into this Supplemental Trust Agreement in order to prescribe the terms and conditions of the 2025 Bonds to be secured under the terms of the Trust Agreement on a parity with the 2022 Bonds and any Additional Bonds issued hereafter and other matters relating thereto; and

WHEREAS, the Original Trust Agreement and this Supplemental Trust Agreement, together with any future supplements or amendments are referred to as the “**Trust Agreement**”; and

WHEREAS, the 2025 Bonds are and will be secured by the Trust Agreement, and the Corporation and the Trustee are each authorized to execute and deliver this Supplemental Trust Agreement and to do or cause to be done all acts provided or required herein to be performed on their respective parts; and

WHEREAS, as the source of payment and security for the 2022 Bonds, the 2025 Bonds and any Additional Bonds issued hereafter (collectively, the 2022 Bonds, the 2025 Bonds and the Additional Bonds are referred to as the “**Bonds**”), the rights (except for certain reserved rights described herein) of the Corporation under the Purchase and Use Agreement and certain of the payments to be made by the County under the Purchase and Use Agreement have been and are being assigned to the Trustee under the Trust Agreement, [and provision for payment of the 2022 Bonds as provided in Section 9.1 of the Original Trust Agreement is being made pursuant to this Supplemental Trust Agreement]; and

WHEREAS, the Trustee has accepted the trusts created by this Supplemental Trust Agreement, and in evidence thereof has joined in the execution hereof;

NOW, THEREFORE, THIS SUPPLEMENTAL TRUST AGREEMENT WITNESSETH

ARTICLE I

DEFINITIONS

Section 1.1 Definitions. Capitalized terms used herein without other definition shall have the meanings provided therefor in the Trust Agreement, the Purchase and Use Agreement or

the Base Lease unless the context or use clearly indicates another meaning or intent. In addition, the following words and terms shall have the meanings set forth below unless the context or use clearly indicates another meaning or intent:

“**2025 Acquisition Sub-Account**” refers to the subaccount of such name established within the Acquisition Account and created under Section 5.3 hereof.

“**2025 Bonds**” means the \$ _____ Installment Purchase Revenue Bonds (Anderson County Jail Project), Series 2025, dated _____, 2025, issued pursuant to and authorized by this Supplemental Trust Agreement and secured under the Trust Agreement.

“**Additional Bonds Authorization**” means the resolution adopted by the Corporation on _____, 2025, and the ordinance enacted by the County on _____, 2025, relating to the 2025 Bonds.

“**Beneficial Owner**” means any purchaser who acquires a beneficial ownership interest in a Bond held by the Securities Depository. In determining any Beneficial Owner, the County, the Corporation, the Trustee and the Paying Agent may rely exclusively upon written representations made and information given to the County, the Corporation, the Trustee and the Paying Agent, as the case may be, by the Securities Depository or its Participants with respect to any Bond held by the Securities Depository or its Participants in which a beneficial ownership interest is claimed.

“**Bond Purchase Agreement**” means the Bond Purchase Agreement dated _____, 2025 between the Underwriter and the Corporation.

“**Book-Entry Form**” or “**Book-Entry System**” means with respect to a Series of Bonds, a form or system, as applicable, under which (i) the ownership of beneficial interests in such Bonds may be transferred only through a book-entry and (ii) physical Bonds in fully registered form are registered only in the name of a Securities Depository or its nominee as Holder, with the physical Bonds “immobilized” in the custody of or pursuant to the rules of the Securities Depository. The book-entry maintained by the Securities Depository is the record that identifies the owners of participatory interests in the Bonds, when subject to the Book-Entry System.

“**Closing Date**” means _____, 2025.

“**Interest Payment Date**” means April 1 and October 1 of each year, beginning _____ 1, 20__, while there are any unpaid or Outstanding Bonds.

“**Moody’s**” means Moody’s Investors Service Inc., and its successors or assigns.

“**Participant**” means any bank, brokerage house or other financial institution for whom, from time to time, the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository.

“**Project Fund**” means the Project Fund established pursuant to Section 5.3 hereof.

“**Record Date**” means the 15th day next preceding each Interest Payment Date.

“**S&P**” means Standard & Poor’s Global Ratings, and its successors or assigns.

“**Securities Depository**” means any securities depository that is a “clearing corporation” within the meaning of the New York Uniform Commercial Code and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, operating and maintaining, with its Participants or otherwise, a Book-Entry System to record ownership of beneficial interests in the Bonds, and to effect transfers of the Bonds, in Book-Entry Form, and includes and means, initially, The Depository Trust Company (a limited purpose trust company), New York, New York.

“**Securities Depository Nominee**” means, with respect to any Securities Depository, such Securities Depository or the nominee of such Securities Depository in whose name the Bonds shall be registered on the Register during the time such Bonds are held under a Book-Entry System through such Securities Depository.

“**Tax Certificate-2025**” means the Tax Certificate dated the date of the initial delivery of the 2025 Bonds between the County and the Corporation.

“**Trust Agreement**” means the Original Trust Agreement, as supplemented by this Supplemental Trust Agreement and as the same may be supplemented or amended by any supplemental agreement.

“**Underwriter**” means Truist Securities, Inc., as Underwriter.

Section 1.2 Interpretation. Any reference to a section or provision of the Constitution of the State, or to a section, provision or chapter of the Code of Laws of South Carolina 1976, as amended, or to any statute of the United States of America, includes that section, provision, chapter or statute as amended, modified, revised, supplemented or superseded from time to time; provided, that no amendment, modification, revision, supplement or superseding section, provision, chapter or statute shall be applicable solely by reason of this paragraph, if it constitutes in any way an impairment of the rights or obligations of the County, the Corporation, the Holders, or the Trustee under the Trust Agreement, the Bonds, the Base Lease, the Purchase and Use Agreement or any other instrument or document entered into in connection with any of the foregoing, including without limitation, any alteration of the obligation to pay principal, premium, if any, or interest on the Bonds in the amount and manner, at the times, and from the sources provided in the Trust Agreement, except as permitted therein.

Unless the context indicates otherwise, words implying the singular number include the plural number, and vice versa. The terms “hereof,” “hereby,” “herein,” “hereto,” “hereunder,” “hereinafter” and similar terms refer to this Supplemental Trust Agreement; and the term “hereafter” means after, and the term “heretofore” means before, the date of this Supplemental Trust Agreement. Words of any gender include the correlative words of the other gender, unless the sense indicates otherwise.

References to sections, articles or exhibits, unless otherwise indicated, are to sections and articles of or exhibits to this Supplemental Trust Agreement.

Section 1.3 Captions and Headings. The captions and headings in this Supplemental Trust Agreement are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Articles, Sections, subsections, paragraphs, subparagraphs or clauses hereof.

ARTICLE II

RECITALS AND REPRESENTATIONS

Section 2.1 Affirmation of Recitals and Representations in Original Trust Agreement. The recitals and representations made by the Corporation in the Original Trust Agreement are hereby ratified and affirmed with respect to the 2025 Bonds.

Section 2.2 Powers and Trusts Granted. All acts, conditions and things required by law to exist, happen and be performed precedent to and in connection with the execution and entering into of this Supplemental Trust Agreement have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly empowered to execute and enter into this Supplemental Trust Agreement.

Section 2.3 Other Security Documents. The Corporation shall cause this Supplemental Trust Agreement and any financing statements relating hereto, to be filed, in such manner and at such places as may be required by law fully to protect the security of the Holders of the 2025 Bonds. The Corporation will cause the Supplemental Base Lease, the Supplemental Purchase and Use Agreement and any related instruments or documents, to be recorded and filed in the manner and in the places which may be required by law in order to preserve and protect fully the security of the Holders of the 2025 Bonds and the rights of the Trustee under the Trust Agreement.

ARTICLE III

AUTHORIZATION AND TERMS OF 2025 BONDS

Section 3.1 Principal Amount of 2025 Bonds; Designation of 2025 Bonds; Conditions to Delivery.

(a) Pursuant to the provisions of the Original Trust Agreement and this Supplemental Trust Agreement, there are hereby authorized to be issued a Series of Bonds in the aggregate principal amount of \$_____ to be designated “Anderson County Detention Facilities Corporation Installment Purchase Revenue Bonds (Anderson County Jail Project), Series 2025.”

(b) Upon the execution and delivery of this Supplemental Trust Agreement, and satisfaction of the conditions established under the Original Trust Agreement, and particularly Sections 3.4(c), 8.2 and 11.1 therein, and as provided herein and the Bond Purchase Agreement for delivery of the 2025 Bonds, the Trustee shall authenticate and deliver the 2025 Bonds to, or to the order of, the Underwriter.

(c) Before the Trustee authenticates and delivers the 2025 Bonds, the Trustee shall have received a request and authorization from the County and the Corporation, signed on their behalf by a County Representative and the Corporation Representative, respectively, to execute and deliver the 2025 Bonds to, or on the order of, the Underwriter upon payment to the Trustee of the amount of \$_____ (being the purchase price specified in the Bond Purchase Agreement), which amount shall be deposited as provided in Section 5.1 hereof, and executed copies of:

- (1) this Supplemental Trust Agreement;
- (2) the Supplemental Base Lease;
- (3) the Supplemental Purchase and Use Agreement; and
- (4) the Tax Certificate-2025.

The Trustee shall also have received (y) certified copies of the Additional Bonds Authorization and (z) an opinion of Bond Counsel satisfying the requirements of Section 3.4(c)(iv) and Section 8.6 of the Original Trust Agreement.

(d) The 2025 Bonds do not and shall not constitute a debt or pledge of the faith and credit of the County but shall constitute limited obligations of the Corporation and shall be payable solely from the Revenues.

Section 3.2 Purposes. The 2025 Bonds are authorized for the principal purpose of providing funds to defray all or a portion of the costs of the 2025 Project and paying certain costs and expenses relating to the issuance of the 2025 Bonds.

Section 3.3 Form of 2025 Bonds. The 2025 Bonds, together with the certificate of authentication and assignment to appear thereon, shall be in substantially the form attached hereto as Exhibit A with necessary and appropriate variations, omissions and insertions as permitted or required by this Supplemental Trust Agreement.

Section 3.4 Denomination; Numbering. The 2025 Bonds shall be issued in denominations of \$5,000 or any integral multiple thereof. The 2025 Bonds shall be numbered by the Trustee consecutively from 1 upward, preceded by the letter “R”. Additional Bonds shall be in such denominations and be numbered in the manner provided in the Supplemental Agreement providing therefor.

[Remainder of Page Intentionally Blank]

Section 3.5 Maturity Schedule; Date; Interest Rate. The 2025 Bonds shall be dated _____, 2025, and shall mature on October 1 in the years and principal amounts set forth below and shall bear interest (calculated on the basis of a 360-day year consisting of twelve 30-day months) at the interest rates per annum set forth below:

Due October 1	Principal Amount	Interest Rate	Yield
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
2036			
2037			
2038			
2039			
2040			
2041			
2042			
2043			
2044			
2045			

Section 3.6 Payment of Principal and Interest.

(a) The 2025 Bonds shall be authenticated, as provided in Section 3.10 of the Original Trust Agreement, on such date as they shall be delivered and shall bear interest from the later of the Closing Date or the date to which interest has been paid immediately preceding the authentication date thereof, unless the authentication date thereof is an Interest Payment Date, in which event, the 2025 Bonds shall bear interest from the earlier of such authentication date or the date to which interest has been paid or, in the event no interest has been paid, from the Closing Date.

(b) Subject to the provisions of Section 3.9 herein, the principal of and premium, if any, on the Bonds shall be paid in immediately available funds by check or draft drawn upon the Trustee to the Holders thereof upon presentation and surrender thereof when due at the designated corporate trust office of the Trustee; provided, that any Holder in an aggregate principal amount of not less than \$1,000,000 may, by prior written instructions filed with the Trustee prior to the close of business on the applicable Record Date (which instructions shall remain in effect until revoked by subsequent written instructions), request that principal and premium payments be made by wire transfer or other means acceptable to the Trustee to an account in the continental United States. Subject to the Book-Entry System provisions, the interest on the Bonds shall be paid by check or draft drawn upon the Trustee and mailed to the Holders in whose names the Bonds are registered on the Record Date; provided that any Holder in an aggregate principal amount of not less than \$1,000,000 may, by prior written instructions filed with the Trustee prior to the close of business on the applicable Record Date (which instructions shall remain in effect until revoked by subsequent written instructions), request that interest payments for any period be made by wire transfer or other means acceptable to the Trustee to an account in the continental United States.

Section 3.7 Other Details of 2025 Bonds. The 2025 Bonds shall be treated as Additional Bonds secured under and pursuant to the Trust Agreement equally and ratably with the 2022 Bonds and any Additional Bonds hereafter issued pursuant to the Trust Agreement. Unless provided for differently herein, the provisions of the Original Trust Agreement shall apply to the 2025 Bonds.

Section 3.8 Tax Covenants of Corporation. The Corporation will not take or permit, or omit to take or cause to be taken, any action that would adversely affect the exclusion from gross income for federal income tax purposes of the interest evidenced by or paid on the 2025 Bonds and, if it should take or permit, or omit to take or cause to be taken, any such action, the Corporation will take or cause to be taken all lawful actions within its power necessary to rescind or correct such actions or omissions promptly on having knowledge thereof. The Corporation acknowledges that the continued exclusion of interest evidenced by or paid on the 2025 Bonds from the Holder's gross income for federal income tax purposes depends, in part, on compliance with the arbitrage limitations imposed by Section 148 of the Code. To that end, the Corporation covenants that it will comply with the Tax Certificate—2025.

The Corporation acknowledges that the 2025 Bonds are being issued by the Corporation as an instrumentality of the County, acting on behalf of the County as set forth in Revenue Ruling 63-20. In Section 3.19 of the Original Trust Agreement, the Corporation warranted and covenanted

to comply with certain tax covenants and hereby reaffirms those provisions as applicable to all the Bonds and therefore, represents, warrants and covenants as follows:

(a) The County may, at any time, request and receive a conveyance of fee simple title to and exclusive possession of the Facilities by (i) establishing an irrevocable deposit that will be sufficient to defease the Bonds, and (ii) paying the reasonable costs incident to such defeasance. The Trustee and the Corporation agree in such event to immediately cancel all encumbrances on the Facilities to which they are a party, including any management contract or lease of the Facilities.

(b) If the Corporation defaults in its payments of principal and interest due on the Bonds and the Trustee declares the principal of the Bonds to be due and payable, the County is granted the exclusive option to purchase the Facilities, including any improvements, for a price equal to the principal amount of the Bonds which are Outstanding Bonds, plus accrued interest to the date of such default plus any prepayment premium that would be payable as if the Bonds were being prepaid on the date of such default and, upon such purchase, to terminate the Base Lease. These provisions are not intended and shall not be interpreted so as to limit the rights of the Holders of the Bonds to pursue their remedies under the Trust Agreement and the Purchase and Use Agreement.

(c) The County shall obtain fully unencumbered fee simple title to the Facilities when the Bonds are discharged and paid in full. The Corporation will convey to the County such fee simple title and exclusive possession and use of the Facilities, including any additions thereto, without demand or further action on its part.

(d) The proceeds of fire or other casualty insurance policies received in connection with the damage or destruction to the portion of the Facilities financed or refinanced with the proceeds of the Bonds, including any improvements, will be used, subject to the provisions of the Trust Agreement regarding extraordinary redemption of the Bonds, to rebuild the Facilities or to redeem the Bonds or, if all of the Bonds have been paid or defeased under the Trust Agreement, will be remitted to the County.

(e) Based on information provided by the County, a reasonable estimate of the fair market value of the Facilities as of the latest maturity date of the Bonds is equal to at least 20% of the original costs of the Facilities.

(f) Based on information provided by the County, a reasonable estimate of the remaining useful life of the Facilities on the latest maturity date of the Bonds is equal to at least 20% of the original useful life of the Facilities.

Section 3.9 Book-Entry System. Notwithstanding anything to the contrary herein, so long as the 2025 Bonds are being held under a Book-Entry System pursuant to this Section 3.9, payment of principal and premium (if any) of and interest on such 2025 Bonds and transfers of beneficial ownership of such Bonds will be effected pursuant to rules and procedures established by the Securities Depository. The 2025 Bonds shall be initially issued under a Book-Entry System and shall be held thereunder except as provided in this Section 3.9. The 2025 Bonds shall be

initially issued in the form of a separate, authenticated, fully registered 2025 Bond for each series, maturity and interest rate in a principal amount equal to the amount of such maturity and interest rate, and shall be registered on the Register in the name of the Securities Depository Nominee. So long as the Book-Entry System is in effect, the Securities Depository Nominee will be recognized as the Holder of the 2025 Bonds for the purposes of (i) paying the principal of, premium, if any, or interest on the 2025 Bonds, (ii) selecting the 2025 Bonds or portions thereof to be redeemed, (iii) giving any notice permitted or required to be given to Holders under this Trust Agreement, (iv) registering the transfer of 2025 Bonds, and (v) requesting any consent or other action to be taken by the Holders, and for all other purposes whatsoever, and neither the Trustee nor the Corporation shall be affected by any notice to the contrary. Neither the Trustee nor the Corporation shall have any responsibility or obligation to any Participant, any beneficial owner of 2025 Bonds or any other person claiming a beneficial ownership interest in the 2025 Bonds under or through the Securities Depository or any Participant, or any other person which is not shown on the Register as being a Holder of 2025 Bonds with respect to (i) the accuracy of any records maintained by the Securities Depository or any Participant, (ii) the payment to the Securities Depository, any Participant or any beneficial owner of 2025 Bonds of any amount in respect of the principal of, premium, if any, or interest on the 2025 Bonds, (iii) any notice which is permitted or required to be given to Holders under this Trust Agreement, (iv) the selection by the Securities Depository or any Participant or any other person to receive payment in the event of a partial redemption of the 2025 Bonds or (v) any other action taken by the Securities Depository as Holder of the 2025 Bonds. So long as the Book-Entry System is in effect, the Trustee shall pay all principal of and premium, if any, and interest on the 2025 Bonds only to the Securities Depository or the Securities Depository Nominee, as the case may be, and all such payments shall be valid and effectual to fully satisfy and discharge the obligations with respect to the principal of and premium, if any, and interest on the 2025 Bonds to the extent of the sum or sums so paid.

In the event that the Corporation determines that it is in the best interest of the Corporation not to continue the Book-Entry System or that the interest of the beneficial owners of the 2025 Bonds may be adversely affected if the Book-Entry System is continued, then the Corporation shall notify the Securities Depository and the Trustee in writing of such determination and the Securities Depository shall immediately notify the Participants of the availability, through the Securities Depository, of physical 2025 Bonds. In such event, the Corporation shall execute and the Trustee shall authenticate, register and deliver physical 2025 Bonds as requested by the Securities Depository or any Participant or beneficial owner of 2025 Bonds in appropriate authorized denominations in exchange for the 2025 Bonds registered in the name of Securities Depository Nominee. The Securities Depository may determine to discontinue providing its services as such with respect to the 2025 Bonds at any time by giving notice to the Corporation and the Trustee and discharging its responsibilities with respect thereto under applicable laws or the Corporation may determine that the Securities Depository is incapable of discharging its duties as such and may so notify the Securities Depository. In either such event, the Corporation shall either (i) engage the services of another Securities Depository or (ii) deliver physical 2025 Bonds in the manner described above; provided, however, that the discontinuation of the Book-Entry System of registration and transfer with respect to the 2025 Bonds or the replacement of the Securities Depository or any successor depository shall be subject to the applicable rules and procedures of the Securities Depository or such successor depository on file or otherwise approved by the U.S. Securities and Exchange Commission.

Notwithstanding any other provision of this Supplemental Trust Agreement to the contrary, so long as the 2025 Bonds are registered in the name of Cede & Co., as Securities Depository Nominee, all payments with respect to the principal of, premium, if any, and interest on the Bonds and all notices with respect to the 2025 Bonds shall be made and given, respectively, to The Depository Trust Company, New York, New York, as provided in the Blanket Issuer Letter of Representations of the Corporation.

In connection with any notice or other communication to be provided to the Holders by the Corporation or the Trustee with respect to any consent or other action to be taken by the Holders, the Corporation or the Trustee, at the written direction of the Corporation, as the case may be, shall establish a record date for such consent or other action and give the Securities Depository notice of such record date not less than 15 days in advance of such record date to the extent possible.

ARTICLE IV

PREPAYMENT OF 2025 BONDS

Section 4.1 Prepayment of 2025 Bonds.

[(a) *Optional Prepayment of 2025 Bonds.* In the event the County exercises its option pursuant to Section 9.1 of the Purchase and Use Agreement to purchase the Corporation’s interest in the Facilities and pay the amount required to defease and redeem the 2025 Bonds or to prepay Base Payments or in the event the County makes a voluntary prepayment under Section 4.3 of the Purchase and Use Agreement, the 2025 Bonds may be prepaid in whole or in part at any time on or after [October 1, 20__], at a redemption price equal to the principal amount to be redeemed, plus interest accrued to the date fixed for redemption. Any such prepayment shall include interest on the amount being prepaid to and including the date of such prepayment. The 2025 Bonds shall be prepaid in accordance with this paragraph (a) only by written notice from the County or the Corporation to the Trustee. Notwithstanding anything in Section 4.2 of the Original Trust Agreement to the contrary, such notice shall specify the date on which the 2025 Bonds is to be prepaid, the amount to be prepaid (in whole only), and shall be given to the Trustee at least 45 days prior to the date of prepayment or such shorter period as shall be acceptable to the Trustee, and then shall be given to the Holder of the 2025 Bonds. Upon receipt of such notice the Trustee shall promptly provide notice to the Holder. All notices must state that any prepayment is subject to the deposit of funds at or prior to the date set for prepayment. The provisions hereof shall supersede and replace the provisions of Original Trust Agreement for the 2025 Bonds.]

[(b) *Special Optional Prepayment.* In the event the County elects to prepay Installment Payments pursuant to the provisions of Section 7.3 of the Purchase and Use Agreement, the 2025 Bonds shall be subject to redemption in whole or in part on any date (as selected by the Trustee at the direction of the Corporation), at a price equal to 100% of the principal amount of the 2025 Bonds so redeemed, without premium, plus accrued interest to the date of redemption. 2025 Bonds shall be redeemed pursuant to this paragraph (b) in accordance with the procedure set forth in the last paragraph of Section 4.1(a) and Section 4.2 of the Purchase and Use Agreement.]

(c) *Mandatory Sinking Fund Redemption.* The 2025 Bonds maturing on _____ 1, 20__ (the “_____ **Term Bonds**”), shall be subject to mandatory sinking fund redemption commencing _____ 1, 20__, and will be redeemed (to the extent not previously redeemed) at 100% of the principal amount, plus interest accrued to the redemption date, on _____ 1 of each of the following years in the respective principal amounts for each year specified below:

<u>Year</u>	<u>Principal Amount</u>
20__	\$ _____

Section 4.2 Other Provisions Relating to Prepayment. All other provisions relating to the redemption of the 2025 Bonds shall be as provided in the Original Trust Agreement.

ARTICLE V

PROVISIONS AS TO FUNDS AND PAYMENTS

Section 5.1 Deposit of Money. There shall be deposited with the Trustee the proceeds received from the sale of the 2025 Bonds in the amount of \$_____ (the par amount of the 2025 Bonds [plus][less] [net] original issue [premium][discount] of \$_____ less an underwriter's discount of \$_____) from the County. The Trustee is hereby directed to apply the total amount of \$_____ as follows:

- (1) \$_____ shall be deposited to the Project Fund; and
- (2) \$_____ shall be paid to the Trustee and deposited in the 2025 Cost of Issuance Fund and used to pay the costs of issuance and expenses related to the 2025 Bonds.

As directed by the County and the Corporation, the Custodian, as such term is defined in the Original Trust Agreement, shall deposit \$_____ into the 2025 Project Fund.

Section 5.2 Creation of Subaccounts in Bond Fund. (a) There is no reserve account with respect to the 2022 Bonds or the 2025 Bonds.

(b) There is hereby created a 2025 Acquisition Sub-Account within the Acquisition Account. Installment Payments paid with respect to the 2025 Bonds shall be deposited into the 2025 Acquisition Sub-Account.

Section 5.3 Creation of 2025 Project Fund and 2025 Cost of Issuance Fund. There are hereby created as separate accounts in the custody of the Trustee trust funds designated as the “*2025 Project Fund*” and the “*2025 Cost of Issuance Fund.*” Pending disbursement pursuant to this Supplemental Trust Agreement, the proceeds of the sale of the 2025 Bonds deposited in the Project Fund and the 2025 Cost of Issuance Fund pursuant to Section 5.1 hereof, together with any other moneys and Permitted Investments held to the credit thereof, shall be held as security for the payment of the Bonds. As directed by the County and the Corporation in writing, the Cost of Issuance Fund may be established as a subaccount of the Project Fund. As directed by the County and the Corporation in writing, the Trustee may create subaccounts within the 2025 Project Fund and the 2025 Cost of Issuance Fund to appropriately account for sources and uses of moneys.

Section 5.4 Disbursements. (a) Moneys in (i) the 2025 Project Fund shall be disbursed to defray a portion of the costs of the 2025 Project, and (ii) the 2025 Cost of Issuance Fund shall be disbursed for the payment of issuance costs of the 2025 Bonds, all in accordance with the provisions of this Section 5.4. The Trustee shall cause to be kept and maintained adequate records pertaining to the Project Fund and the Cost of Issuance Fund and all investments and disbursements of moneys in the Project Fund and the Cost of Issuance Fund.

(b) All disbursements from the 2025 Project Fund shall be made by the Trustee upon the receipt of a requisition in the form of the requisition at Exhibit B hereof signed by a Corporation Representative and a County Representative. The Trustee shall have no duty to review or investigate the accuracy of the requisition for other than the form and format. Upon the substantial

completion of the 2025 Project, the Corporation shall submit to the Trustee a final requisition in the form of the final requisition at Exhibit C hereof signed by a Corporation Representative and a County Representative in the total amount remaining owing for costs of the 2025 Project, including all applicable retainages. Upon the receipt of the final requisition, the Trustee shall promptly disburse the amounts requested therein. The Trustee shall be entitled to rely on each requisition as conclusive evidence of the County's compliance with the procedure described herein. As soon as is practicable after the completion of the 2025 Project and the filing with the Trustee of the final requisition, the Trustee shall transfer any balance remaining in the 2025 Project Fund attributable to the 2025 Project to the applicable Acquisition Account of the Bond Fund and the 2025 Project Fund shall be closed.

(c) The Trustee is hereby authorized to pay from the 2025 Cost of Issuance Fund from time to time, upon written direction of a County Representative, together with an invoice or other evidence of the amounts payable thereunder, costs of issuance of the 2025 Bonds. Upon written direction of the County, any amounts remaining in the 2025 Cost of Issuance Fund, after payment of all costs of issuance of the 2025 Bonds, shall be transferred to the Acquisition Account of the Bond Fund.

ARTICLE VI

MISCELLANEOUS

Section 6.1 Severability. In case any section or provision of this Supplemental Trust Agreement, or any covenant, agreement, stipulation, obligation, act or action, or part thereof, made, assumed, entered into or taken under this Supplemental Trust Agreement, or any application thereof, is held to be illegal or invalid for any reason, or is inoperable at any time, that illegality, invalidity or inoperability shall not affect the remainder thereof or any other section or provision of this Supplemental Trust Agreement or any other covenant, agreement, stipulation, obligation, act or action, or part thereof, made, assumed, entered into or taken under this Supplemental Trust Agreement, all of which shall be construed and enforced at the time as if the illegal, invalid or inoperable portion were not contained therein.

Any illegality, invalidity or inoperability shall not affect any legal, valid and operable section, provision, covenant, agreement, stipulation, obligation, act or action (whether in whole or in part or application) all of which shall be deemed to be effective, operative, made, assumed, entered into or taken in the manner and to the full extent permitted by law from time to time.

[Section 6.2 Amendment to Trust Agreement.]

Section 6.3 Binding Effect. This Supplemental Trust Agreement shall inure to the benefit of and shall be binding upon the Corporation, the Trustee, and their respective successors and assigns, subject, however, to the limitations contained herein.

Section 6.4 Counterparts. This Supplemental Trust Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

Section 6.5 Governing Law. This Supplemental Trust Agreement and the 2025 Bonds shall be deemed to be contracts made under the laws of the State and for all purposes shall be governed by and construed in accordance with the laws of the State.

IN WITNESS WHEREOF, the Corporation has caused this Supplemental Trust Agreement to be executed and delivered for it and in its name and on its behalf by a duly authorized officer, and the Trustee has caused this Supplemental Trust Agreement to be executed and delivered for it and in its name and on its behalf by a duly authorized officer, on the dates of the respective acknowledgments but all as of the day and year first above written.

(SEAL)

ANDERSON COUNTY DETENTION
FACILITIES CORPORATION

By: _____
Its: President

Attest:

By: _____
Its: Secretary

REGIONS BANK, as Trustee

By: _____
Its: Vice President

[FORM OF 2025 BONDS]

Registered
No. R-1

ANDERSON COUNTY DETENTION FACILITIES CORPORATION
INSTALLMENT PURCHASE REVENUE BOND
(ANDERSON COUNTY JAIL PROJECT)
SERIES 2025

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Dated Date</u>	<u>CUSIP</u>
___%	October 1, 20__	_____, 20__	

Registered Owner: CEDE & CO.

Principal Amount: _____ AND 00/100 DOLLARS (\$_____)

Anderson County Detention Facilities Corporation (the “*Corporation*”), a nonprofit corporation organized and existing under the laws of the State of South Carolina (the “*State*”), for value received hereby acknowledges itself obligated to, and promises to pay the Registered Owner identified above, or registered assigns, but only out of the sources pledged for that purpose as hereinafter provided, and not otherwise, on the Maturity Date set forth above, and to pay interest on the unpaid balance of said sum from the most recent April 1 or October 1 to which interest has been paid or for which due provision has been made or, if no interest has been paid, from the Dated Date set forth above, at the rate of interest per annum set forth above (calculated on the basis of a 360-day year of twelve 30-day months) payable on April 1 and October 1 (each a “*Interest Payment Date*”) of each year commencing ____ 1, 20__, until the Corporation’s obligation with respect to payment of the principal amount is discharged.

Interest is payable to the person in whose name this bond is registered at the close of business on the 15th day next preceding each Interest Payment Date (the “*Record Date*”), except that interest not duly paid or provided for when due shall be payable to the person in whose name this bond is registered at the close of business on a special record date to be fixed for the payment of defaulted interest. Such defaulted interest shall be payable to the Holder in whose name this bond is registered at the close of business on a special record date for the payment of such defaulted interest established by notice mailed to the Holder of this bond not less than five days prior to such special record date to Holder thereof at the address as it appears on the bond register not less than ten days preceding such special record date. If the Trustee registers the transfer of this bond subsequent to the mailing of such notice and on or before the special record date, any such notice of payment of defaulted interest shall be binding upon the transferee and a copy of the notice of payment of defaulted interest shall be delivered by the Trustee to the transferee along with the bond or bonds.

Principal of and interest on this bond are payable in lawful money of the United States of America which on the date of payment thereof is legal tender for the payment of public and private debts. Payments of interest will be made by check or draft drawn upon Regions Bank, as trustee (the “**Trustee**”), and mailed to the person entitled thereto. Principal, at final maturity, shall be paid upon surrender of this bond at the designated corporate trust office of the Trustee in Atlanta, Georgia. At the written request addressed to the Trustee or the Holder of the Bonds in the aggregate principal amount of at least \$1,000,000, interest and redemptions of principal shall be paid by wire transfer or other means acceptable to the Trustee to an account within the continental United States by prior written instructions filed with the Trustee not later than the Record Date for such purpose.

This bond is one of a series of Bonds of the Corporation issued in the aggregate original principal amount of \$_____ and designated as “Anderson County Detention Facilities Corporation, Installment Purchase Revenue Bonds (Anderson County Jail Project), Series 2025, issued under a Trust Agreement, dated October 12, 2022 (the “**Original Trust Agreement**”) as supplemented by a Supplemental Trust Agreement dated _____, 2025 (the “**2025 Supplemental Trust Agreement**” and, together with the Original Trust Agreement, the “**Trust Agreement**”), between the Corporation and the Trustee, to provide funds (i) to defray the cost of the 2025 Project (as defined in the Supplemental Trust Agreement), and (ii) to pay costs related to the issuance of the 2025 Bonds (as defined in the Supplemental Trust Agreement). Any terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Trust Agreement.

The County Council of the County has enacted an ordinance, dated _____, 20___, approving the Corporation and the issuance of the 2025 Bonds by the Corporation. The County has leased the real property on which the Facilities (as defined in the hereinafter defined Purchase and Use Agreement) are located to the Corporation under the terms of a Base Lease Agreement dated October 12, 2022 (the “**Original Base Lease**”) as supplemented and amended by a Supplemental Base Lease Agreement dated _____, 2025 (the “**2025 Supplemental Base Lease**” and, together with the Original Base Lease, the “**Base Lease**”).

There has heretofore been issued by the Corporation under the Original Trust Agreement its (i) \$49,500,000 Installment Purchase Revenue Bond (Anderson County Jail Project), Series 2022A, and (ii) \$5,500,000 Installment Purchase Revenue Bond (Anderson County Jail Project), Taxable Series 2022B (together, the “**2022 Bonds**” and together with the 2025 Bonds and any other series of Additional Bonds authorized under the Trust Agreement, the “**Bonds**”). The proceeds of the 2022 Bonds fund a portion of the costs of the 2022 Project (as defined in the Original Trust Agreement).

The 2025 Bonds and the interest thereon and redemption premium, if any, shall be an obligation of the Corporation, and shall be secured by and payable from the Trust Estate (as defined in the Trust Agreement). The 2025 Bonds do not and shall not be deemed to constitute or create an indebtedness, liability, or obligation of County within the meaning of any State constitutional provision or statutory limitation or a pledge of the faith and credit of the County. The Bonds and the interest thereon are payable from and secured by the Trust Estate as described in and subject to limitations set forth in the Trust Agreement for the equal and ratable benefit of the Holder, from time to time, of the Bonds.

Pursuant to the Trust Agreement, the Corporation has granted to the Trustee for the benefit of the owners of the Bonds, a security interest in the Trust Estate which includes the Revenues (as defined in the Trust Agreement) consisting of the Installment Payments (as defined in the Trust Agreement) payable by the County under an Installment Purchase and Use Agreement dated October 12, 2022, by and between the Corporation and the County (the “*Original Purchase and Use Agreement*”). In conjunction with the issuance of the 2025 Bonds, the Corporation and the County are entering into a Supplemental Installment Purchase and Use Agreement dated _____, 2025 (the “*2025 Supplemental Purchase and Use Agreement*” and, together with the Original Purchase and Use Agreement, the “*Purchase and Use Agreement*”), any other sums arising under the Purchase and Use Agreement, amounts on deposit from time to time in the funds and accounts created pursuant to the Trust Agreement and the investment income therefrom. The Trust Agreement further provides that the Corporation may issue Additional Bonds secured on a parity with the Bonds by the Trust Estate under the terms and conditions and to the extent described in the Trust Agreement. The County’s obligation to pay Installment Payments under the Purchase and Use Agreement is subject to annual appropriations and the obligation may be terminated at the end of any fiscal year of the County by an Event of Nonappropriation (as defined in the Purchase and Use Agreement). UPON THE OCCURRENCE OF AN EVENT OF NONAPPROPRIATION, THE COUNTY MAY TERMINATE THE PURCHASE AND USE AGREEMENT AS OF THE END OF THE FISCAL YEAR DURING WHICH SUCH EVENT OF NONAPPROPRIATION OCCURS, AND THE COUNTY SHALL NOT BE OBLIGATED TO MAKE PAYMENT OF THE INSTALLMENT PAYMENTS BEYOND THE END OF SUCH FISCAL YEAR.

Counterparts or copies of the Trust Agreement, the Purchase and Use Agreement, the Base Lease and the other documents referred to herein are on file at the corporate trust office of the Trustee in Atlanta, Georgia, and reference is hereby made thereto and to the documents referred to therein for the provisions thereof, including the provisions with respect to the rights, obligations, duties and immunities of the Corporation, the County, the Trustee and the Holder of the Bonds under such documents, the security for the Bonds and the conditions under which additional bonds may be issued thereunder to all of which the Holder hereof, by acceptance of this bond, assents.

The 2025 Bonds are subject to redemption prior to maturity as provided in the Trust Agreement, and as described in the following lettered paragraphs:

(a) Optional Redemption. In the event the County exercises its option pursuant to the Purchase and Use Agreement to prepay Installment Payments, the 2025 Bonds maturing after ____ 1, 20__, will be redeemed in whole on any date or in part on any date, on or after ____ 1, 20__, at a redemption price equal to the principal amount to be redeemed plus accrued interest to the redemption date.

(b) Special Optional Redemption. In the event the County elects to prepay Installment Payments pursuant to Section 7.3 of the Purchase and Use Agreement, this bond shall be subject to redemption in whole or in part on any date (as selected by the Trustee at the direction of the Corporation), at a price equal to 100% of the principal amount of this bond so redeemed, without premium, plus accrued interest to the date of redemption.

(c) Mandatory Sinking Fund Redemption. This bond matures on ____ 1, 20__ and shall be subject to mandatory sinking fund redemption commencing ____ 1, 20__, and will be redeemed (to the extent not previously redeemed) at 100% of the principal amount, plus interest accrued to the redemption date, on ____ 1 of each of the following years in the respective principal amounts for each year specified below:

<u>Year</u>	<u>Principal Amount</u>	<u>Year</u>	<u>Principal Amount</u>
-------------	-----------------------------	-------------	-----------------------------

* Final maturity.

The amounts of any mandatory sinking fund redemptions set forth above will be reduced to the extent such bond has been purchased by the County or redeemed by the County pursuant to the optional redemption provisions described above, in such manner as the County directs or, absent such direction, on a pro-rata basis.

Notice of redemption shall be given by the Trustee by first class mail, postage prepaid, to the Holders of the Bonds to be redeemed at their addresses appearing on the Register maintained by the Trustee, said mailing to be not less than 30 days, but not more than 60 days, prior to the redemption date. Failure of the Trustee to give any notice of redemption or any defects in such notice shall not affect the validity of the redemption of any other Bonds.

The Holder of this bond shall have no right to enforce the provisions of the Trust Agreement or to institute an action to enforce the covenants thereof, or to take any action with respect to a default hereof, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Trust Agreement.

Upon the occurrence of certain Events of Default (as defined in the Trust Agreement), all Bonds may be declared immediately due and payable and thereupon shall become and be immediately due and payable as provided in the Trust Agreement.

The 2025 Bonds are issuable only in fully registered form. Subject to the limitations provided for in the Trust Agreement, this bond may be exchanged for a like aggregate principal amount of the same maturity, principal amount, and interest rate in authorized denominations.

This bond is transferable by the Holder thereof in person or by his attorney duly authorized in writing at the designated corporate trust office of the Trustee, but only in the manner and subject to the limitations provided for in the Trust Agreement and upon surrender and cancellation of this bond. Upon such transfer a new bond or bonds of the same maturity and interest rate and in authorized denominations for the same aggregate principal amount and interest rate payable at maturity will be issued to the transferee in exchange. The Trustee may require a Holder, among other things, to furnish appropriate endorsements and transfer documents and to pay any taxes and fees required by law or permitted by the Trust Agreement in connection with the exchange or transfer. The Trustee need not exchange or register the transfer of a Bond which has been selected

for redemption and need not exchange or register the transfer of any Bond for a period of 15 days before a selection of Bonds to be redeemed or before any ____ 1 or ____ 1. The Corporation, the County, the Trustee and any paying agent may treat the Holder of this bond as the absolute owner for the purpose of receiving payment as herein provided and for all other purposes and none of them shall be affected by any notice to the contrary.

Under the laws of the State, this bond and the income herefrom are exempt from all State, County, municipal, school district and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required to exist, to happen and to be performed precedent to and in the issuance of this bond have existed, have happened and have been performed in due form, time and manner as required by law.

IN WITNESS WHEREOF, the Corporation has caused this bond to be executed and attested by the manual signatures of its duly authorized officers, and this bond to be authenticated by the manual signature of an authorized representative of the Trustee, without which authentication this bond shall not be valid nor entitled to the benefits of the Trust Agreement.

**ANDERSON COUNTY DETENTION
FACILITIES CORPORATION**

(SEAL)

Attest:

By: _____
Brett Sanders, President

Renee Watts, Secretary

TRUSTEE'S AUTHENTICATION CERTIFICATE

The undersigned Trustee hereby certifies that this bond is one of the Bonds described in the within mentioned Trust Agreement.

Date of Authentication: _____, 20__

REGIONS BANK, as Trustee

By: _____
Authorized Officer

[FORM OF ASSIGNMENT]

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

(please print or type name and address of Transferee of Transferee)

the within Bond and all rights and title thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Signature

(Authorized Officer)

Dated:

INSTALLMENT PAYMENT SCHEDULE