
1 **2022-42 (1ST READING): A SUPPLEMENTAL ORDINANCE PROVIDING**
2 **FOR THE ISSUANCE AND SALE OF CITY OF MYRTLE BEACH, SOUTH**
3 **CAROLINA, LIMITED OBLIGATION BONDS (TAX INCREMENT PLEDGE),**
4 **TAXABLE SERIES 2022, IN THE AGGREGATE PRINCIPAL AMOUNT OF**
5 **NOT EXCEEDING \$15,000,000; PRESCRIBING THE FORM AND DETAILS**
6 **OF SUCH BONDS; AND OTHER MATTERS RELATING THERETO.**

7 **Applicant/Purpose:** Staff/ to issue Limited Obligation Bonds to finance redevelopment
8 projects in the Oceanfront Redevelopment Area.

9
10 **Brief:**

- 11 • The Oceanfront Redevelopment District was created in 2008 & covers parcels
12 between the Atlantic Ocean & King's Hwy. from 16th N. to 6th S.
- 13 • Ordinance 2020-046 amended that area by extending the boundaries:
 - 14 ▪ Northward along the oceanfront to 21st N, including all parcels facing 21st.
 - 15 ▪ Then along King's to take in the Arts & Innovation District, including all
16 properties along the northwest side of the Highway, Broadway & Oak
17 Streets.
 - 18 ▪ Along King's Highway southward to 14th S.

19
20 **Issues:**

- 21 • Proposed Ordinance issues \$15 million for projects that may be funded from
22 incremental taxes or other sources consistent w/ the Downtown Master Plan.
- 23 • Projects eligible to be funded by TIF revenues include, but are not limited to:
 - 24 ○ A performing arts theatre;
 - 25 ○ New library, & children's museum;
 - 26 ○ Renovations to the existing Chapin Library structure.
 - 27 ○ City Square;
 - 28 ○ Public utility & streetscape improvements;
 - 29 ○ Purchase and restoration of Transitional Properties located within the
30 redevelopment area.

31
32 **Public Notification:** Normal advertising of ordinances for 1st reading.

33
34 **Alternatives:** Reduce the amount of the debt issuance. However, doing so will negatively
35 impact the City's ability to finance projects in the Redevelopment Area.

36
37 **Financial Impact:** The City will issue \$15 million in Limited Obligation Debt to support
38 redevelopment in the Oceanfront Redevelopment Area.

39
40 **Manager's Recommendation:**

- 41 • I recommend 1st reading (10/11/2022)

42
43 **Attachment(s):** Proposed ordinance.

CITY OF MYRTLE BEACH
COUNTY OF HORRY
STATE OF SOUTH CAROLINA

A SUPPLEMENTAL ORDINANCE
PROVIDING FOR THE ISSUANCE AND
SALE OF CITY OF MYRTLE BEACH,
SOUTH CAROLINA, LIMITED OBLIGATION
BONDS (TAX INCREMENT PLEDGE),
TAXABLE SERIES 2022, IN THE
AGGREGATE PRINCIPAL AMOUNT OF
NOT EXCEEDING \$15,000,000;
PRESCRIBING THE FORM AND DETAILS
OF SUCH BONDS; AND OTHER MATTERS
RELATING THERETO.

IT IS HEREBY ORDAINED BY THE CITY COUNCIL OF THE CITY OF MYRTLE BEACH,
SOUTH CAROLINA, IN MEETING DULY ASSEMBLED:

ARTICLE I

DEFINITIONS AND AUTHORITY

Section 1.01. Definitions.

(a) Except as provided in subsection (b) below, all terms which are defined in Section 1.1 of the hereinafter defined Bond Ordinance shall have the same meanings in this Ordinance (the "2022 Supplemental Ordinance") as such terms are prescribed to have in the Bond Ordinance.

(b) As used in this 2022 Supplemental Ordinance, unless the context shall otherwise require, the following terms shall have the following respective meanings:

"2022 Construction Fund" means the fund so established and designated pursuant to Section 4.03 hereof.

"2022 Debt Service Reserve Fund" means, if established, the fund designated pursuant to Section 4.01(b) hereof.

"2022 Redevelopment Project" means the acquisition of land and improvements thereon constituting "Transitional Properties" (as such term is defined in the Redevelopment Plan) located within the Redevelopment Project Area, the demolition of certain of the improvements thereon, and (ii) such other Redevelopment Projects that may be financed with the proceeds of Bonds under the Act as may be determined by the City.

"2022 Reserve Fund Requirement" means the amount, if any, determined by the City Manager pursuant to the authorization of Section 5.01 hereof.

"Beneficial Owner" shall mean any purchaser who acquires beneficial ownership interest in a Series 2022 Bond held by the Depository. In determining any Beneficial Owner the City, the Registrar and the Paying Agent may rely exclusively upon written representations made and information given to the City, the Registrar and the Paying Agent, as the case may be, by the Depository or its Participants with respect to any Series 2022 Bond held by the Depository or its Participants in which a beneficial ownership interest is claimed.

1 **“Bond Ordinance”** shall have the meaning given that term in Section 1.02 hereof.

2 **“Book-Entry Form”** or **“Book-Entry System”** shall mean with respect to the Series 2022
3 Bonds, a form or system, as applicable, under which (a) the ownership of beneficial interests in
4 the Series 2022 Bonds may be transferred only through a book-entry and (b) physical bond
5 certificates in fully-registered form are registered only in the name of the Depository or its
6 nominees as holder, with the physical bond certificates “immobilized” in the custody of the
7 Depository or its agent. The book-entry maintained by the Depository is the record that identifies
8 the owners of participatory interests in the Series 2022 Bonds, when subject to the Book-Entry
9 System.

10 **“City Manager”** shall mean the City Manager of the City, or in his absence, the Chief
11 Financial Officer of the City or any duly appointed Assistant City Manager.

12 **“Continuing Disclosure Agreement”** shall mean the Disclosure Dissemination Agent
13 Agreement between the City and Digital Assurance Certification, L.L.C., as amended from time to
14 time in accordance with the provisions thereof, providing for the delivery and dissemination of certain
15 information with respect to the City and the Series 2022 Bonds.

16
17 **“Date of Issue”** shall have the meaning given such term in Section 2.03(a) hereof.

18
19 **“Depository”** shall mean any securities depository that is a “clearing corporation” within the
20 meaning of the New York Uniform Commercial Code and a “clearing agency” registered pursuant to
21 the provisions of Section 17A of the Securities Exchange Act of 1934, operating and maintaining,
22 with its Participants or otherwise, a Book-Entry System to record ownership of beneficial interests in
23 the Series 2022 Bonds, and to effect transfers of Series 2022 Bonds, in Book-Entry Form, and
24 includes and means initially The Depository Trust Company (a limited purpose trust company), New
25 York, New York.

26
27 **“First Payment Date”** shall mean April 1, 2023 or October 1, 2023, or such other date as
28 determined by the City Manager pursuant to Section 5.01 hereof, as the first Interest Payment Date
29 with respect to the Series 2022 Bonds.

30
31 **“Interest Payment Date”** shall mean, with respect to the Series 2022 Bonds, April 1 and
32 October 1 of each year commencing on the First Payment Date.

33
34 **“Ordinance”** shall mean the Bond Ordinance as supplemented by this 2022 Supplemental
35 Ordinance.

36
37 **“Participant”** shall mean any bank, brokerage house or other financial institution for which,
38 from time to time, the Depository effects book-entry transfers and pledges of securities deposited
39 with the Depository.

40
41 **“Paying Agent”** shall mean the Trustee, as Paying Agent for the Series 2022 Bonds.

42 **“Principal Payment Date”** shall mean, with respect to the Series 2022 Bonds, April 1 of
43 each year commencing on April 1 of the year determined by the City Manager pursuant to Section
44 5.01 hereof.

45 **“Purchase Contract”** shall mean the Purchase Contract between the City and
46 Underwriter providing for the sale and purchase of the Series 2022 Bonds.

1 **“Record Date”** shall have the meaning given such term in Section 2.04(b) hereof.

2 **“Redevelopment Plan”** shall mean the Oceanfront Redevelopment Project Area Tax
3 Increment Financing Plan dated September 2, 2008, adopted pursuant to the Redevelopment
4 Plan Ordinance, as amended pursuant to the “City of Myrtle Beach 2020 Amendment to the
5 Oceanfront Redevelopment Plan” dated September 8, 2020, approved by Ordinance No. 2020-
6 46 of the City Council enacted December 1, 2020, as corrected by Ordinance No. 2021-29 of the
7 City Council enacted on June 22, 2021, and as amended by Ordinance No. 2022-001 of the City
8 Council enacted January 25, 2022, and as it may be further amended or supplemented from time
9 to time.

10 **“Redevelopment Plan Ordinances”** shall mean (i) Ordinance No. 2008-78 enacted by
11 the Council on October 21, 2008 approving the Redevelopment Plan, (ii) Ordinance No. 2020-46
12 enacted by City Council on December 1, 2020, (iii) Ordinance No. 2021-29 enacted by City
13 Council on June 22, 2021, and (iv) Ordinance No. 2022-001 enacted by City Council on January
14 25, 2022, approving, correcting and amending the Redevelopment Plan, as applicable, as the
15 same may be further amended or supplemented from time to time.

16 **“Registrar”** shall mean the Trustee, as Registrar for the Series 2022 Bonds.

17 **“Series 2022 Bonds”** shall mean the Bonds of the City of the Series authorized by this
18 2022 Supplemental Ordinance and, subject to Section 2.01 hereof, designated “City of Myrtle
19 Beach, South Carolina Limited Obligation Bonds (Tax Increment Pledge), Taxable Series 2022.”

20 **“Series 2022 Cost of Issuance Account”** shall mean the account so designated and
21 established pursuant to Section 4.01(b) hereof.

22 **“Underwriter”** shall mean Wells Fargo Bank, National Association.

23 **“Value”** shall have the meaning given such term in the Bond Ordinance.

24 **Section 1.02. Certain Findings and Determinations.**

25 The City hereby finds and determines:

26 (a) The City is an incorporated municipality located in Horry County, and as such
27 possesses all powers granted to municipalities by Article X, Section 14, of the Constitution of the
28 State of South Carolina, 1895, as amended (the “Constitution”) and general laws of this State.

29 (b) Pursuant to Section 5-5-10, Code of Laws of South Carolina 1976, as amended,
30 the City has selected the Council-Manager form of government and is governed by a Council
31 comprising a Mayor and six council members which constitute the governing body of the City.

32 (c) The Constitution provides that the General Assembly may authorize by general
33 law that indebtedness for the purpose of redevelopment within incorporated municipalities may
34 be incurred, and that the debt service of such indebtedness be provided from the added
35 increments of tax revenues to result from the redevelopment project.

36 (d) Pursuant to the Act, the governing bodies of the incorporated municipalities of this
37 State are vested with all powers consistent with the Constitution of this State that are necessary,
38 useful, and desirable to enable them to accomplish redevelopment in areas which are or

1 threatened to become blighted. Incorporated municipalities are further authorized to issue bonds
2 under the Act to finance a “redevelopment project” as defined in the Act.

3 (e) The Act authorizes the City to establish a redevelopment project area (as defined
4 in the Act) and to adopt a redevelopment plan (as defined in the Act) for the purpose of providing
5 for the financing of municipally-owned buildings, improvements, including street improvements,
6 water, sewer and storm drainage facilities, parking facilities and recreational facilities, and to
7 finance redevelopment projects costs (as defined in the Act), through the issuance of obligations
8 payable from the amount of taxes attributable to the increase in the assessed valuation of real
9 property in the redevelopment project area following the establishment of such redevelopment
10 project area.

11 (f) The City has heretofore determined that there existed within the City certain areas
12 which were, or were threatened to become, blighted, in which areas development and
13 redevelopment would be encouraged through the City’s undertaking of certain municipal projects.

14 (g) The City determined to avail itself of the authorizations of the Act in order to provide
15 financing for redevelopment projects as described in the Redevelopment Plan for the
16 Redevelopment Project Area.

17 (h) The Redevelopment Plan sets forth the factual and economic bases of the City’s
18 plan to establish the Redevelopment Project Area and to finance, within such area, various City-
19 owned projects through the issuance of obligations pursuant to the Act and from other revenue
20 sources.

21 (i) The Redevelopment Plan Ordinances and the Redevelopment Plan set forth the
22 conditions which the City hopes to alleviate or rectify through the Redevelopment Projects which
23 were determined to be for the purpose of promoting development and redevelopment as
24 described in the Redevelopment Plan.

25 (j) The tax increment for Horry County, South Carolina, The School District of Horry
26 County and the Horry County Higher Education Commission, all of which declined to consent to
27 the Redevelopment Plan, is not included in the Special Tax Allocation Fund.

28 (k) The Council has made general provision for the issuance of limited obligation
29 bonds (the “Bonds”) of the City of Myrtle Beach, South Carolina (the “City”), through the means
30 of Ordinance No. 2009-52 enacted August 11, 2009, entitled, “AUTHORIZING THE ISSUANCE
31 AND SALE OF NOT EXCEEDING \$12,000,000 LIMITED OBLIGATION BONDS, SERIES 2009,
32 OF THE CITY OF MYRTLE BEACH, SOUTH CAROLINA, FOR THE PURPOSE OF PROVIDING
33 A PORTION OF THE COST OF CERTAIN REDEVELOPMENT PROJECTS TO BE
34 UNDERTAKEN PURSUANT TO THE OCEANFRONT REDEVELOPMENT PROJECT AREA
35 TAX INCREMENT FINANCING PLAN; FIXING THE FORM AND DETAILS OF THE BONDS;
36 LIMITING THE PAYMENT OF THE BONDS FROM THE SOURCES PROVIDED HEREIN;
37 PROVIDING FOR THE DISPOSITION OF THE PROCEEDS THEREOF; PROVIDING FOR THE
38 TERMS AND CONDITIONS UNDER WHICH ADDITIONAL BONDS MAY BE ISSUED; AND
39 OTHER MATTERS RELATING THERETO” (the “Original Bond Ordinance”), which Original Bond
40 Ordinance was amended pursuant to Ordinance No. 2020-052 enacted December 8, 2020,
41 entitled, “AMENDING ORDINANCE NO. 2009-52 RELATING TO OBLIGATIONS ISSUABLE
42 FOR REDEVELOPMENT PROJECTS BENEFITTING THE OCEANFRONT REDEVELOPMENT
43 PROJECT AREA; PROVIDING FOR THE ADDITION OF NEW AREAS TO THE
44 REDEVELOPMENT PROJECT AREA DESCRIBED THEREIN AND PROVIDING FOR THE

1 DEPOSIT OF INCREMENTAL REVENUES FROM THE ADDED REDEVELOPMENT PROJECT
2 AREA TO THE SPECIAL TAX ALLOCATION FUND CREATED THEREUNDER” (the Original
3 Bond Ordinance, as so amended being referred to herein as the “Bond Ordinance”).

4 (l) It is provided in and by the Bond Ordinance that, upon enactment of a
5 Supplemental Ordinance there may be issued one or more Series of Additional Bonds for the
6 purpose of securing funds to defray any Costs of Acquisition and Construction of one or more
7 Projects or to refund Bonds or Other Obligations.

8 (m) In order to assist in the implementation of the Redevelopment Plan, the City has
9 determined to issue the Series 2022 Bonds in a principal amount not exceeding \$15,000,000,
10 pursuant to the Bond Ordinance, to finance the cost of the 2022 Redevelopment Project. The City
11 has determined that the 2022 Redevelopment Project, as well as the Tax Revenues pledged in
12 connection therewith, will be used for a public purpose and that the issuance of the Series 2022
13 Bonds is necessary and in the best interest of the City.

14 (n) Based on the foregoing findings and determinations by the Council, including
15 specifically the findings set forth in paragraph (m) above, the Council finds that the proceeds of
16 the Series 2022 Bonds authorized by this 2022 Supplemental Ordinance, as well as the amounts
17 on deposit from time to time in the Special Tax Allocation Fund pledged to the Bonds and the
18 payment of Redevelopment Project Costs, will be used for a public purpose. The issuance of the
19 Series 2022 Bonds will assist in the implementation of the Redevelopment Plan and is necessary
20 and in the best interest of the City. The 2022 Redevelopment Project financed with the Series
21 2022 Bonds will be owned and operated by the City or the County.

22
23 (o) It is now in the best interest of the City for the Council to provide for the issuance
24 and sale of the Series 2022 Bonds of the City pursuant to the aforesaid provisions of the
25 Constitution and laws of the State of South Carolina. The proceeds of the Series 2022 Bonds
26 shall be used for the purposes of (a) defraying the cost of the 2022 Redevelopment Project, (b) if
27 so determined by the City Manager pursuant to Section 5.01 hereof, funding the 2022 Debt
28 Service Reserve Fund, and (c) paying the Costs of Issuance of the Series 2022 Bonds.

29 (p) The Council, by reason of the foregoing, has determined to enact this 2022
30 Supplemental Ordinance in accordance with the terms and provisions of the Bond Ordinance.

31 **ARTICLE II**

32 **AUTHORIZATION AND TERMS OF THE SERIES 2022 BONDS**

33 **Section 2.01. Principal Amount; Designation of Series.** Pursuant to the provisions of
34 the Bond Ordinance, a Series of Bonds of the City entitled to the benefits, protection and security
35 of the provisions of the Bond Ordinance is hereby authorized in the aggregate principal amount
36 of not exceeding \$15,000,000. The Series of Bonds so authorized shall be designated “City of
37 Myrtle Beach, South Carolina Limited Obligation Bonds (Tax Increment Pledge), Taxable Series
38 2022,” or such other designation as may be determined by the City Manager, and shall constitute
39 Additional Bonds under the Bond Ordinance. The Series 2022 Bonds, which shall rank on a parity
40 as to the pledge of Tax Revenues under the Bond Ordinance as more particularly provided in the
41 Bond Ordinance, shall be in substantially the form set forth in Exhibit “A” hereto.

42 CUSIP identification numbers may be printed on the Series 2022 Bonds, but such
43 numbers shall not be deemed to be a part of the Series 2022 Bonds or a part of the contract

1 evidenced thereby and no liability shall hereafter attach to the City or any of the officers or agents
2 thereof because of or on account of said CUSIP identification numbers.

3
4 **Section 2.02. Purposes.** The Series 2022 Bonds are authorized for the purpose of
5 obtaining funds to (i) defray the cost of the 2022 Redevelopment Project, (ii) if so determined by
6 the City Manager pursuant to Section 5.01 hereof, fund the 2022 Debt Service Reserve Fund,
7 and (iii) pay certain costs and expenses relating to the issuance of the Series 2022 Bonds.

8 **Section 2.03. Date of Issue; Interest Rate; Maturity; Redemption and Sale.**

9 (a) The date of issuance of the Series 2022 Bonds (the "Date of Issue") shall be their
10 date of delivery, or such other date as the City Manager shall determine pursuant to Section 5.01
11 hereof, and the Series 2022 Bonds shall mature, no later than 30 years from the Date of Issue
12 thereof, on April 1, 20[] or such other date as the City Manager shall determine pursuant to
13 Section 5.01 hereof, in each of the years and in the principal amounts, and bear interest payable
14 on each April 1 and October 1 commencing on the First Payment Date at the rates per annum,
15 not exceeding six percent per annum, as determined by the City Manager pursuant to Section
16 5.01 hereof.

17 (b) Such of the Series 2022 Bonds as the City Manager shall determine pursuant to
18 Section 5.01 hereof to be Term Bonds shall be subject to mandatory redemption at a redemption
19 price equal to the principal amount of the Series 2022 Bonds to be redeemed, together with
20 interest accrued from the date of redemption, in the years and in the amounts determined by the
21 City Manager pursuant to Section 5.01 hereof.

22 The amount of the mandatory sinking fund redemption for the Series 2022 Bonds of any
23 maturity shall be reduced to the extent Series 2022 Bonds of such maturity have been purchased
24 by the City or redeemed by the City pursuant to the optional redemption provisions set forth below,
25 in such manner as the City shall direct in writing, or, absent such direction, on a pro rata basis.

26 (c) Such of the Series 2022 Bonds as the City Manager shall determine pursuant to
27 Section 5.01 hereof shall be subject to redemption prior to maturity, at the option of the City upon
28 the written direction of the City, in whole or in part at any time in such order of their maturities as
29 the City shall determine and by lot within a maturity, at the respective redemption prices with
30 respect to each Series 2022 Bond, as shall be determined by the City Manager pursuant to
31 Section 5.01 hereof, together, in each such case, with the interest accrued on such principal
32 amount to the date fixed for redemption.

33 (d) The Series 2022 Bonds shall be sold to the Underwriter pursuant to the Purchase
34 Contract.

35 **Section 2.04. Authentication; Payment of Interest.**

36 (a) Each of the Series 2022 Bonds shall be authenticated on such date as it shall be
37 delivered. Each Series 2022 Bond shall bear interest from the later of (i) the Date of Issue, or (ii)
38 the date to which interest has been paid immediately preceding the authentication date thereof,
39 unless the authentication date thereof is an Interest Payment Date, in which event each such
40 Series 2022 Bond shall bear interest from the earlier of such authentication date, or the date to
41 which interest has been paid; provided that if the City shall fail to pay interest on any Series 2022
42 Bond on the First Payment Date, then each such Series 2022 Bond shall bear interest from the
43 Date of Issue.

1 (b) The principal of the Series 2022 Bonds shall be payable upon due presentment and
2 surrender thereof at the designated corporate trust office of the Paying Agent, appointed pursuant
3 to the provisions of the Ordinances. Interest on the Series 2022 Bonds will be payable by check
4 or draft drawn on the Paying Agent and mailed by first-class mail to the persons in whose names
5 such Series 2022 Bonds are registered, at the addresses appearing upon the Books of Registry
6 on the Record Date; provided, however, that interest may be paid by wire transfer to an account
7 within the continental United States to any Bondholder owning at least \$1,000,000 aggregate
8 principal amount of the Series 2022 Bonds to the address designated in writing by such
9 Bondholder upon written request of such Bondholder delivered to the Trustee at or prior to the
10 Record Date for such payment. All such payments shall be made in lawful money of the United
11 States of America. The interest on all Series 2022 Bonds shall be paid by check or draft mailed
12 from the office of the Trustee to the persons in whose names the Series 2022 Bonds are
13 registered at the close of business on the fifteenth day (whether or not a Business Day) of the
14 calendar month immediately preceding each Interest Payment Date on the Series 2022 Bonds
15 (the "Record Date"); provided that, any Holder of \$1,000,000 or more in aggregate principal
16 amount of Series 2022 Bonds shall be entitled, by written request to the Trustee received no later
17 than the Record Date, to direct any payments of interest due with respect to such Bonds be made
18 to such Holder by wire transfer or other medium of immediate payment to an account within the
19 continental United States. Such request shall provide the Trustee with specific direction as to the
20 manner of making such payment.

21 **Section 2.05. Denomination; Numbering and Lettering.** The Series 2022 Bonds shall
22 be issued in the denomination of \$5,000 or any multiple thereof, not exceeding the principal
23 amount of the Series 2022 Bonds maturing in each year. The Series 2022 Bonds shall be
24 numbered and lettered from R-1 consecutively upwards by the Registrar in such a fashion as to
25 reflect the fact that it is one of the Series 2022 Bonds, and to identify the owner thereof on the
26 books kept by the Registrar.

27 **Section 2.06. Maintenance of Offices for Payment, Transfer, and Exchange of**
28 **Bonds; Registrar.** The Bank of New York Mellon Trust Company, N.A. is hereby designated as
29 the Registrar and Paying Agent of the Series 2022 Bonds. The City shall cause Books of Registry
30 to be kept at the offices of the Registrar for the registration and transfer of the Bonds. Upon
31 presentation at its office for such purpose the Registrar shall register or transfer, or cause to be
32 registered or transferred, on such Books of Registry, the Bonds under such reasonable
33 regulations as the Registrar may prescribe.

34 **Section 2.07. Book-Entry Only System.** The Series 2022 Bonds will be eligible
35 securities for the purposes of the Book-Entry System of transfer maintained by the Depository,
36 and transfers of beneficial ownership of the Series 2022 Bonds shall be made only through the
37 Depository and its participants in accordance with rules specified by the Depository. Such
38 beneficial ownership must be of \$5,000 principal amount of Series 2022 Bonds of the same Series
39 and maturity or any integral multiple of \$5,000.

40
41 The Series 2022 Bonds shall be issued in fully-registered form, as a single Series 2022
42 Bond for each Series and maturity (and interest rate within a maturity) of the Series 2022 Bonds,
43 in the name of Cede & Co., as the nominee of the Depository. When any principal of, premium, if
44 any, or interest on the Series 2022 Bonds becomes due, the City shall transmit or cause the
45 Paying Agent to transmit to the Depository an amount equal to such installment of principal,
46 premium, if any, and interest. Such payments will be made to Cede & Co. or other nominee of the
47 Depository as long as it is owner of record on the applicable Record Date. Cede & Co. or other
48 nominee of the Depository shall be considered to be the owner of the Series 2022 Bonds so

1 registered for all purposes of the Ordinances, including, without limitation, payments as aforesaid
2 and receipt of notices. The Depository shall remit such payments to the beneficial owners of the
3 Series 2022 Bonds or their nominees in accordance with its rules and regulations.
4

5 Notices of redemption of the Series 2022 Bonds or any portion thereof shall be sent to the
6 Depository in accordance with the provisions of the Ordinances.
7

8 The Depository is expected to maintain records of the positions of Participants in the
9 Series 2022 Bonds, and the Participants and persons acting through Participants are expected to
10 maintain records of the Beneficial Owners in the Series 2022 Bonds. The City, the Trustee, the
11 Paying Agent and the Registrar make no assurances that the Depository and its Participants will
12 act in accordance with such rules or expectations on a timely basis, and the City, the Trustee, the
13 Paying Agent and the Registrar shall have no responsibility for any such maintenance of records
14 or transfer of payments by the Depository to its Participants, or by the Participants or persons
15 acting through Participants to the Beneficial Owners.
16

17 The City, the Trustee, the Paying Agent and the Registrar may treat the Depository (or its
18 nominee) as the sole and exclusive owner of the Series 2022 Bonds registered in its name for the
19 purpose of payment of the principal of, interest or premium, if any, on the Series 2022 Bonds,
20 giving any notice permitted or required to be given to Bondholders under the Ordinances,
21 registering the transfer of Series 2022 Bonds, obtaining any consent or other action to be taken
22 by Bondholders and for all other purposes whatsoever, and shall not be affected by any notice to
23 the contrary. The City, the Trustee, the Paying Agent and the Registrar shall not have any
24 responsibility or obligation to any Participant, any person claiming a beneficial ownership interest
25 in the Series 2022 Bonds under or through the Depository or any Participant, or any other person
26 which is not shown on the registration books of the City maintained by the Registrar as being a
27 Bondholder, with respect to: the accuracy of any records maintained by the Depository or any
28 Participant; the payment by the Depository or any Participant of any amount in respect of the
29 principal of, interest or premium, if any, on the Series 2022 Bonds, any notice which is permitted
30 or required to be given to Bondholders thereunder or under the conditions to transfers or
31 exchanges adopted by the City or the Registrar; or any consent given or other action taken by the
32 Depository as a Bondholder.
33

34 **Section 2.08 Successor Depository.** If (a) the Depository determines not to continue to
35 act as Depository for the Series 2022 Bonds, or (b) the City has advised the Depository of the
36 City's determination that the Depository is incapable of discharging its duties, the City shall
37 attempt to retain another qualified securities depository to replace the Depository. Upon receipt
38 by the City or the Registrar of the Series 2022 Bonds together with an assignment duly executed
39 by the Depository, the City shall execute and deliver to the successor Depository, the Series 2022
40 Bonds of the same principal amount, interest rate and maturity. If the City is unable to retain a
41 qualified successor to the Depository, or the City has determined that it is in its best interest not
42 to continue the Book-Entry System of transfer or that interests of the beneficial owners of the
43 Series 2022 Bonds might be adversely affected if the Book-Entry System of transfer is continued
44 (the City undertakes no obligation to make any investigation to determine the occurrence of any
45 events that would permit it to make any such determination), and has made provision to so notify
46 Beneficial Owners of the Series 2022 Bonds by mailing an appropriate notice to the Depository,
47 upon receipt by the City of the Series 2022 Bonds together with an assignment duly executed by
48 the Depository, the City shall execute, authenticate and deliver to the Depository Participants
49 Series 2022 Bonds of the applicable maturity in fully-registered form, in substantially the form
50 provided in this Ordinance in the denomination of \$5,000 or any integral multiple thereof. Upon
51 the discontinuation of the Book-Entry System, prior to any transfer of the Series 2022 Bonds

1 outside of the Book-Entry System (including, but not limited to, the initial transfer outside the Book-
2 Entry System) the transferor shall provide or cause to be provided to the Trustee all information
3 necessary to allow the Trustee to comply with any applicable tax reporting obligations, including
4 without limitation any cost basis reporting obligations under Internal Revenue Code Section 6045,
5 as amended. The Trustee shall conclusively rely on the information provided to it and shall have
6 no responsibility to verify or ensure the accuracy of such information.
7

8 **ARTICLE III**

9 **EXECUTION; NO RECOURSE**

10 **Section 3.01. Execution of the Series 2022 Bonds.** The Series 2022 Bonds shall be
11 executed and authenticated in accordance with the applicable provisions of the Bond Ordinance.

12 **Section 3.02. No Recourse on the Series 2022 Bonds.** All covenants, stipulations,
13 promises, agreements and obligations of the City contained in the Bond Ordinance or in this 2022
14 Supplemental Ordinance shall be deemed to be the covenants, stipulations, promises,
15 agreements and obligations of the City and not those of any officer or employee of the City in his
16 or her individual capacity, and no recourse shall be had for the payment of the principal or
17 redemption price of or interest on the Series 2022 Bonds or for any claim based thereon or on the
18 Bond Ordinance or in this 2022 Supplemental Ordinance, either jointly or severally, against any
19 officer or employee of the City or any person executing the Series 2022 Bonds.

20 **ARTICLE IV**

21 **ACCOUNTS, FUNDS AND APPLICATION OF**
22 **PROCEEDS; TAX COVENANTS; AND CONTINUING DISCLOSURE**

23 **Section 4.01. Establishment of Funds and Accounts.**

24
25 (a) There is hereby established, pursuant to Section 8.2 of the Bond Ordinance, with
26 respect to the Series 2022 Bonds, an Interest Account, a Principal Account and, if any Series
27 2022 Bonds are Term Bonds, a Bond Redemption Account, within the Special Tax Allocation
28 Fund for the purposes set forth in said Section 8.2.

29 (b) If so determined by the City Manager pursuant to Section 5.01 hereof, there shall
30 be established, with respect to the Series 2022 Bonds, a special fund of the City to be designated
31 as "City of Myrtle Beach – 2022 Debt Service Reserve Fund for Limited Obligation Bonds (Tax
32 Increment Pledge)" (the "2022 Debt Service Reserve Fund") to be held by the Trustee. If so
33 established, the 2022 Debt Service Reserve Fund shall be funded in the amount of the 2022
34 Reserve Fund Requirement at the time of issuance of the Series 2022 Bonds. If so determined
35 by the City Manager pursuant to Section 5.01 hereof, the 2022 Reserve Fund Requirement may
36 be satisfied through the purchase of a Reserve Policy.

37 **Section 4.02. Use and Disposition of Bond Proceeds.** Upon the delivery of the Series
38 2022 Bonds, the net proceeds thereof, after the funding of the 2022 Debt Service Reserve Fund to
39 the extent required pursuant to Section 5.01 hereof, shall be deposited with the Custodian, at the
40 written direction of the City Manager, into the 2022 Construction Fund established in Section 4.03
41 hereof, to be used and applied as provided in that Section.

42 **Section 4.03. Construction Fund for Series 2022 Bonds.**

1 (a) There is hereby created the "City of Myrtle Beach, Redevelopment Projects 2022
2 Construction Fund" (the "2022 Construction Fund") to be held by the Trustee, as Custodian, into
3 which proceeds from the sale of the Series 2022 Bonds in the amount directed by the City
4 Manager shall be deposited. The moneys on deposit in the 2022 Construction Fund shall be used
5 and applied to the payment of the Redevelopment Project Costs of the 2022 Redevelopment
6 Project and Costs of Issuance of the Series 2022 Bonds.

7 (b) Payments from the 2022 Construction Fund shall be made by the Custodian only
8 upon receipt of a requisition in the form below described.

9 With respect to payments from the 2022 Construction Fund, a requisition in substantially
10 the form set forth in Exhibit B hereto signed by the City Manager, with respect to each payment:

- 11 (1) The amount to be paid;
- 12 (2) The nature and purpose of the obligation for which such payment is requested;
- 13 (3) The person, firm or corporation to whom such obligation is owed or to whom a
14 reimbursable advance has been made; and
- 15 (4) That such obligation has been properly incurred and is a proper payment under
16 this Ordinance and has not been the basis of any previous advance.

17 In making any such payment from the 2022 Construction Fund, the Custodian shall
18 conclusively rely on such directions, requisitions and certifications delivered to it pursuant to this
19 Section and the Custodian shall have no liability with respect to making such payments in
20 accordance with such directions, requisitions and certifications for any liability with respect to the
21 proper application hereof by the City.

22 If after the payment in full of all Redevelopment Project Costs with respect to the 2022
23 Redevelopment Projects any moneys remain in the 2022 Construction Fund, such excess shall
24 be transferred to the Trustee by the Custodian and deposited (a) into the Interest Account for the
25 Series 2022 Bonds and used for the payment of interest on the Series 2022 Bonds or (b) into the
26 Principal Account or Bond Redemption Account for the Series 2022 Bonds and used for the
27 payment of principal of the Series 2022 Bonds upon the redemption thereof, all as directed in
28 writing by the City Manager.

29 **Section 4.04. Continuing Disclosure.** Pursuant to Section 11-1-85 of the Code of Laws
30 of South Carolina 1976, as amended ("Section 11-1-85"), the City hereby covenants and agrees
31 that it will file with a nationally recognized municipal securities information depository for
32 availability in the secondary market when requested, an annual independent audit within 30 days
33 of receipt of the audit and event-specific information within 30 days of an event adversely affecting
34 more than five percent of its revenue base. The only remedy for failure by the City to comply with
35 the covenant of this paragraph shall be an action for specific performance of this covenant. The
36 City specifically reserves the right to amend or delete this covenant to reflect any change in
37 Section 11-1-85, without the consent of any Bondholder. Notwithstanding any other provisions of
38 this 2022 Supplemental Ordinance, failure of the City to comply with the provisions of this
39 paragraph shall not be considered an Event of Default, and no liability for damages shall attach
40 therefor.

1 Notwithstanding any other provision of this 2022 Supplemental Ordinance, failure of the
2 City to comply with the Continuing Disclosure Agreement shall not be considered an Event of
3 Default; however, the Trustee may (and, at the written request of any “participating underwriter”
4 (as defined in Rule 15c2-12 of the Securities and Exchange Commission under the Securities
5 Exchange Act of 1934, as amended, and upon receipt of satisfactory indemnification for its fees,
6 costs and expenses) or the Holders of at least 25 percent aggregate principal amount of
7 Outstanding Series 2022 Bonds and upon receipt of satisfactory indemnification for its fees, costs
8 and expenses, shall) or any Series 2022 Bondholder may take such actions as may be necessary
9 and appropriate, including seeking specific performance by court order, to cause the City to
10 comply with its obligations hereunder and under the Continuing Disclosure Agreement.

11 **ARTICLE V**

12 **PURCHASE CONTRACT; CONTINUING DISCLOSURE AGREEMENT;**
13 **OTHER INSTRUMENTS**

14 **Section 5.01. Sale of Series 2022 Bonds; Authorization of Purchase Contract, and**
15 **Continuing Disclosure Agreement.** The City Manager is hereby authorized and empowered to
16 determine the aggregate principal amount of the Series 2022 Bonds, the principal payment dates,
17 the principal amount of each maturity of the Series 2022 Bonds, the interest rates for the Series
18 2022 Bonds, the First Payment Date, the Series 2022 Bonds to be Serial Bonds or Term Bonds,
19 the Series 2022 Bonds to be subject to mandatory and optional redemption, the redemption prices
20 of the Series 2022 Bonds subject to optional redemption, whether to establish the 2022 Debt
21 Service Reserve Fund, the 2022 Reserve Fund Requirement and whether to satisfy the 2022
22 Reserve Fund Requirement through the purchase of a Reserve Policy, and the price at which the
23 Series 2022 Bonds will be sold and the amount of Underwriter's discount in such sale. The
24 Purchase Contract (in the form presented at this meeting) and the Continuing Disclosure
25 Agreement in substantially the form attached hereto as Exhibit “C”, with such changes as the City
26 Manager shall approve (his execution to be conclusive evidence of such approval) are hereby
27 approved, and the City Manager is hereby authorized to execute and deliver the Purchase
28 Contract and the Continuing Disclosure Agreement on behalf of the City.

29 **Section 5.02. Approval of Preliminary Official Statement; Authorization of Official**
30 **Statement.** The City hereby approves the form, with such changes, additions and modifications
31 to the form presented at this meeting as the City Manager shall approve, distribution and use, of
32 a Preliminary Official Statement of the City relating to the Series 2022 Bonds, in the form filed
33 with the minutes of the meeting of Council at which this 2022 Supplemental Ordinance is enacted.
34 The Council hereby approves the designation by the City Manager of the Preliminary Official
35 Statement as “final” as of its date for purposes of Rule 15c2-12 of the Securities Exchange
36 Commission. The Council hereby authorizes the preparation and distribution of the Official
37 Statement with respect to the Series 2022 Bonds, substantially in the form of the Preliminary
38 Official Statement, with such modifications as the City Manager approves. The final Official
39 Statement shall be approved on behalf of the City by the City Manager, such approval to be
40 evidenced by the City Manager's execution of the Official Statement, which execution is hereby
41 authorized.

42 **Section 5.03. Other Instruments and Actions.** In order to secure the Series 2022 Bonds
43 and in order to effect the issuance and delivery of the Series 2022 Bonds and to give full effect to
44 the intent and meaning of this 2022 Supplemental Ordinance and the agreements and actions
45 herein authorized, the Mayor and the City Manager and the City Clerk are hereby authorized to

1 execute and deliver such certificates, showings, instruments and agreements and to take such
2 further action as the Mayor and City Manager, respectively, shall deem necessary or desirable.

3 **ARTICLE VI**

4 **MISCELLANEOUS**

5 **Section 6.01. Severability.** If any one or more of the covenants or agreements provided
6 in this 2022 Supplemental Ordinance on the part of the City or the Trustee to be performed should
7 be contrary to law, then such covenant or covenants or agreement or agreements shall be
8 deemed severable from the remaining covenants and agreements, and shall in no way affect the
9 validity of the other provisions of this 2022 Supplemental Ordinance.

10 **Section 6.02. Section Headings Not Controlling.** The Headings of the several Articles
11 and Sections of this 2022 Supplemental Ordinance have been prepared for convenience of
12 reference only and shall not control, affect the meaning of, or be taken as an interpretation of any
13 provision of this 2022 Supplemental Ordinance.

14 **Section 6.03. Effectiveness of Ordinance; Codification.** This 2022 Supplemental
15 Ordinance shall be in full force and effect from and after its enactment as provided by law. This
16 2022 Supplemental Ordinance shall be forthwith indexed by title and a summary thereof codified
17 in the Code of City Ordinances in the manner required by law and shall be indexed under the
18 general heading "Bond Issue – Not Exceeding \$15,000,000 Limited Obligation Bonds (Tax
19 Increment Pledge), Taxable Series 2022," and shall be made available for public inspection at the
20 office of the City Clerk.

21 **Section 6.04. Electronic Communications.** The Trustee shall have the right to accept
22 and act upon directions or instructions, including funds transfer instructions (collectively,
23 "Instructions"), given pursuant to this 2022 Supplemental Ordinance or any other document
24 reasonably relating to the Series 2022 Bonds and delivered using Electronic Means (defined
25 below); provided, however, that the City Manager shall provide to the Trustee an incumbency
26 certificate listing the authorized officers of the City with the authority to provide such directions or
27 instructions (each an "Authorized Officer") and containing specimen signatures of such Authorized
28 Officers, which incumbency certificate shall be amended whenever a person is to be added or
29 deleted from the listing. If the City elects to give the Trustee Instructions using Electronic Means
30 and the Trustee in its discretion elects to act upon such Instructions, the Trustee's understanding
31 of such Instructions shall be deemed controlling. The City understands and agrees that the
32 Trustee cannot determine the identity of the actual sender of such Instructions and that the
33 Trustee shall conclusively presume that Instructions that purport to have been sent by an
34 Authorized Officer listed on the incumbency certificate provided to the Trustee have been sent by
35 such Authorized Officer. The City shall be responsible for ensuring that only Authorized Officers
36 transmit such Instructions to the Trustee and that the City and all Authorized Officers are solely
37 responsible to safeguard the use and confidentiality of applicable user and authorization codes,
38 passwords and/or authentication keys upon receipt by the City. The Trustee shall not be liable for
39 any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and
40 compliance with such Instructions notwithstanding such Instructions conflict or are inconsistent
41 with a subsequent written direction or written instruction. The City agrees: (i) to assume all risks
42 arising out of the use of Electronic Means to submit Instructions to the Trustee, including without
43 limitation the risk of the Trustee acting on unauthorized Instructions, and the risk of interception
44 and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with
45 the various methods of transmitting Instructions to the Trustee and that there may be more secure

1 methods of transmitting Instructions; (iii) that the security procedures (if any) to be followed in
2 connection with its transmission of Instructions provide to it a commercially reasonable degree of
3 protection in light of its particular needs and circumstances and (iv) to notify the Trustee
4 immediately upon learning of any compromise or unauthorized use of the security procedures.
5 "Electronic Means" shall mean the following communications methods: e-mail, facsimile
6 transmission, secure electronic transmission containing applicable authorization codes,
7 passwords and/or authentication keys, or another method or system specified by the Trustee as
8 available for use in connection with its services hereunder.

9 *[Signature page to follow.]*

10

[FORM OF SERIES 2022 BOND]

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the issuer or its agent for registration of transfer, exchange, or payment and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA
CITY OF MYRTLE BEACH
LIMITED OBLIGATION BONDS
(TAX INCREMENT PLEDGE),
TAXABLE SERIES 2022

No. R-

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>ORIGINAL ISSUE DATE</u>	<u>CUSIP</u>
--------------------------	--------------------------	--------------------------------	--------------

Registered Holder:

Principal Amount: DOLLARS

KNOW ALL MEN BY THESE PRESENTS, that the City of Myrtle Beach, South Carolina (the "City"), is justly indebted and, for value received, hereby promises to pay to the registered holder named above, or registered assigns, but solely from the special sources hereinafter mentioned and not otherwise, the principal amount shown above on the maturity date shown above (unless the within bond shall be subject to prior redemption and shall have been duly called for previous redemption and payment of redemption price made or provided for), upon presentation and surrender of this bond at the designated office of The Bank of New York Mellon Trust Company, N.A. as paying agent (the "Paying Agent"), and to pay interest, but solely from the special sources hereinafter mentioned and not otherwise, on such principal amount from the date hereof at the interest rate per annum shown above until the City's obligation with respect to the payment of such principal sum shall be discharged. Interest on this bond is payable [April][October] 1, 2023, and semiannually thereafter on April 1 and October 1 of each year, until this bond matures or is earlier paid, and shall be payable by check or draft mailed to the person in whose name this bond is registered on the registration books of the City maintained by the Registrar, presently The Bank of New York Mellon Trust Company, N.A. (the "Registrar"), at the close of business on the fifteenth (15th) day of the calendar month next preceding each

1 semiannual interest payment date, or the registered holder of \$1,000,000 or more in principal
2 amount of bonds of the Series of which this bond is one may request payment by wire transfer to
3 an account within the Continental United States as provided in the hereinafter defined
4 Ordinances. The principal and interest on this bond are payable in any coin or currency of the
5 United States of America which is, at the time of payment, legal tender for public and private
6 debts; provided, however, that interest on this fully registered bond shall be paid by check or draft
7 or otherwise as set forth above.
8

9 This bond shall not be entitled to any benefit under the Ordinances, nor become valid or
10 obligatory for any purpose, until the certificate of authentication hereon shall have been duly
11 executed by the Registrar.
12

13 This bond is one of an authorized Series of Bonds of like tenor and effect, except as to date
14 of original issue, numeration, registered holder, date of maturity, redemption provisions, and rate of
15 interest, aggregating _____ Dollars (\$_____) (the
16 "Series 2022 Bonds"), issued pursuant to and in accordance with the Constitution and laws of the
17 State of South Carolina, including Article X, Section 14, of the Constitution of the State of South
18 Carolina, 1895, as amended; Title 31, Chapter 6, Code of Laws of South Carolina 1976, as amended
19 (the "Act"), Ordinance No. 2009-52 duly enacted by the City Council of the City of Myrtle Beach,
20 South Carolina ("City Council") on August 11, 2009, as amended pursuant to Ordinance No. 2020-
21 052 duly enacted by the City Council on December 8, 2020 (collectively, the "Bond Ordinance")
22 and Ordinance No. 2022-__ duly enacted by the City Council on October 25, 2022 (the
23 "Supplemental Ordinance") (the Bond Ordinance and the Supplemental Ordinance are hereinafter
24 collectively referred to as the "Ordinances"). Capitalized terms not otherwise defined herein shall
25 have the meanings given to them in the Ordinances.
26

27 This bond and the Series of Bonds of which it is one are issued for the purposes of (a)
28 defraying the cost of the 2022 Redevelopment Project, [(b) funding the 2022 Debt Service
29 Reserve Fund,] and [(b)][(c)] paying the Cost of Issuance, and as otherwise provided in the
30 Ordinances.
31

32 This bond and the Series of Bonds of which it is one and the interest thereon are special
33 obligations of the City payable solely from, and secured by a pledge of the Tax Revenues and such
34 other funds established for the benefit thereof under the Ordinances. The pledge of Tax Revenues
35 in favor of this bond and the Series of Bonds of which it is a part is on a parity with the pledge securing
36 the City's \$7,245,000 original principal amount Limited Obligation Refunding Bonds (Tax Increment
37 Pledge), Series 2017B (the "Series 2017B Bonds") and its \$20,000,000 original principal amount
38 Limited Obligation Bonds (Tax Increment Pledge), Taxable Series 2021 (the "Series 2021 Bonds").
39 Additional Bonds on a parity with the Series of which this bond is one and the Series 2017B Bonds
40 and Series 2021 Bonds may hereafter be issued under terms and conditions set forth in the Bond
41 Ordinance. THE FULL FAITH, CREDIT AND TAXING POWERS OF THE CITY ARE NOT
42 PLEDGED FOR THE PAYMENT OF THIS BOND AND THE INTEREST HEREON.
43

44 The Bond Ordinance contains provisions defining terms; sets forth the moneys, funds and
45 revenues pledged for the payment of the principal of and interest on this bond, the Series of which
46 this bond is one, and the Bonds of other Series which may hereafter be issued on a parity herewith
47 under the Bond Ordinance; sets forth the nature, extent and manner of enforcement of the security
48 of this bond and of such pledge, and the rights and remedies of the holder hereof with respect thereto;
49 sets forth the terms and conditions upon which this bond is issued and upon which other Bonds may
50 be hereafter issued payable as to principal, premium, if any, and interest on a parity with this bond
51 and equally and ratably secured herewith; sets forth the rights, duties and obligations of the City

1 thereunder; and sets forth the terms and conditions upon which the pledge made in the Bond
2 Ordinance for the security of this bond and upon which the covenants, agreements and other
3 obligations of the City made therein may be amended or discharged at or prior to the maturity or
4 redemption of this bond with provision for the payment thereof in the manner set forth in the
5 Ordinances. Reference is hereby made to the Ordinances, to all of the provisions of which any holder
6 of this bond by the acceptance hereof thereby assents. The provisions of the Act and the Ordinances
7 shall be a contract with the holder of this bond.

8
9 The Series 2022 Bonds are subject to redemption prior to maturity at the option of
10 the City, as a whole or in part at any time on or after _____ 1, 20__, at a price equal to the
11 principal amount of the Series 2022 Bonds to be redeemed, plus accrued interest thereon to the
12 date set for redemption.

13
14 The Series 2022 Bonds due _____ 1, 20__ (the "Term Bonds") are subject to
15 redemption prior to maturity at a redemption price equal to the principal amount thereof plus
16 accrued interest thereon to the date set for redemption from mandatory sinking fund installments
17 on [April] 1 of the following years in the following principal amounts:
18

Term Bonds			
<u>Due 1, 20</u>			
<u>Year</u>	<u>Sinking Fund</u>	<u>Year</u>	<u>Sinking Fund</u>
	<u>Installment</u>		<u>Installment</u>

19
20 _____
21 *Final Maturity

22 At its option, to be exercised on or before the sixtieth (60th) day prior to any mandatory
23 sinking fund redemption date, the City may (i) deliver to the Paying Agent for cancellation, Series
24 2022 Bonds which are subject to mandatory sinking fund redemption in any aggregate principal
25 amount desired or (ii) receive a credit in respect of its mandatory sinking fund redemption obligation
26 for any such Series 2022 Bonds which, prior to such date, have been purchased or redeemed
27 (otherwise than through the operation of the mandatory sinking fund redemption requirement) by the
28 City and cancelled by the Paying Agent and not theretofore applied as a credit against any mandatory
29 sinking fund redemption obligation. Each Series 2022 Bond so delivered or previously purchased or
30 redeemed shall be credited by the Paying Agent, at 100% of the principal amount thereof, to the
31 obligation of the City on those respective mandatory sinking fund redemption obligations in such a
32 manner as the City shall direct, absent such direction, on a pro rata basis, and the principal amount
33 of the Series 2022 Bonds to be redeemed by operation of the mandatory sinking fund redemption
34 requirement shall be accordingly reduced.

35
36 If less than all of the Series 2022 Bonds of any maturity are called for redemption, the
37 Series 2022 Bonds of such maturity to be redeemed shall be selected by lot by the Registrar. In the

1 event the Series 2022 Bonds or a portion thereof is redeemable as aforesaid, and shall be called for
2 redemption, notice of the redemption, describing such Series 2022 Bonds and specifying the
3 redemption date and the redemption price payable upon such redemption, shall be given by first-
4 class mail, postage prepaid, to the Holder thereof as shown on the Books of Registry of the City not
5 less than thirty (30) days and not more than sixty (60) days prior to the redemption date at its last
6 address appearing upon the registration books of the City. If the Series 2022 Bonds or a portion
7 thereof be redeemable and shall have been duly called for redemption and notice of the redemption
8 mailed as aforesaid, and if on or before the date fixed for such redemption, payment thereof shall be
9 duly made or provided for, interest thereon shall cease to accrue from and after the redemption date
10 thereof.

11
12 This bond is transferable as provided in the Ordinances, only upon the books of the
13 City kept for that purpose at the designated office of the Registrar by the registered holder in person
14 or by his duly authorized attorney upon surrender of this bond together with a written instrument of
15 transfer satisfactory to the Registrar duly executed by the registered holder or his duly authorized
16 attorney. Thereupon a new fully registered bond or bonds of the same Series, aggregate principal
17 amount, interest rate, and maturity shall be issued to the transferee in exchange therefor as provided
18 in the Ordinances. The City, the Registrar and the Paying Agent may deem and treat the person in
19 whose name this bond is registered as the absolute owner hereof for the purpose of receiving
20 payment of or on account of the principal hereof and interest due hereon and for all other purposes.

21
22 Under the laws of the State of South Carolina, this bond and the income herefrom
23 are exempt from all State, county, municipal, school district and all other taxes or assessments,
24 except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the
25 purpose of general revenue or otherwise.

26
27 It is hereby certified and recited that all acts, conditions and things required by the
28 Constitution and laws of the State of South Carolina to exist, to happen and to be performed
29 precedent to or in the issuance of this bond exist, have happened and have been performed in
30 regular and due time, form and manner as required by law; that the Series of Bonds of which this
31 bond is a part does not exceed any constitutional or statutory limitation of indebtedness; and that
32 provision has been made for the payment of the principal of and interest on this bond and the Series
33 of Bonds of which it is a part, as provided in the Ordinances.

1 FORM OF ASSIGNMENT

2
3 FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto
4 _____ (Name and address of Transferee) the within
5 bond and does hereby irrevocably constitute and appoint _____
6 attorney to transfer the within bond on the books kept for registration thereof, with full power of
7 substitution in the premises.

8
9 Dated: _____

10
11 Signature Guaranteed

(Authorized Officer)

12

Notice: Signature must be guaranteed by an institution which is a participant in the Securities Transfer Agents Medallion Program ("STAMP") or similar program.

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

13
14 The following abbreviations, when used in the inscription on the face of this bond, shall
15 be construed as though they were written out in full according to applicable laws or regulations.

16
17 TEN COM - as tenants in common

UNIF GIFT MIN ACT -

18
19 TEN ENT - as tenants by the
20 entireties

(Cust) (Minor)
under Uniform Gifts to
Minors Act _____
(State)

21
22 JT TEN - as joint tenants with
23 right of survivorship
24 and not as tenants in
25 common

26
27 Additional abbreviations may also be used though not in above list.
28
29

[FORM OF REQUISITION]

Request No: _____
Date: _____

To: _____, as Custodian

Re: \$_____ City of Myrtle Beach, South Carolina Limited Obligation Bonds (Tax Increment Pledge), Taxable Series 2022

You are hereby requested and directed as Custodian (as such term is defined in Ordinance No. 2009-52, as amended by Ordinance No. 2020-052, and as supplemented by Ordinance No. 2022-____ (the "Ordinances") enacted by the City Council of the City of Myrtle Beach, South Carolina (the "City") on August 11, 2009, December 8, 2020 and October 25, 2022, respectively, to pay, pursuant to the Ordinances, to the following payees the following amounts in payment or reimbursement for the following Redevelopment Project Costs of the 2022 Redevelopment Project (as such terms are defined in the Ordinances):

(1) The amount to be paid: _____;

(2) The nature and purpose of the obligation for which such payment is requested: _____; and

(3) The person, firm or corporation to whom such obligation is owed or to whom a reimbursable advance has been made: _____.

IN WITNESS WHEREOF, the undersigned does hereunto set forth his hand this ____ day of _____, _____.

CITY OF MYRTLE BEACH, SOUTH
CAROLINA

By: _____

Title: _____

FORM OF DISCLOSURE DISSEMINATION AGENT AGREEMENT

This Disclosure Dissemination Agent Agreement (the "Disclosure Agreement"), dated as of _____, 2022, is executed and delivered by the City of Myrtle Beach (the "Issuer") and Digital Assurance Certification, L.L.C., as exclusive Disclosure Dissemination Agent (the "Disclosure Dissemination Agent" or "DAC") for the benefit of the Holders (hereinafter defined) of the Bonds (hereinafter defined) and in order to assist the Issuer in processing certain continuing disclosure with respect to the Bonds in accordance with Rule 15c2-12 of the United States Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time (the "Rule").

The services provided under this Disclosure Agreement solely relate to the execution of instructions received from the Issuer through use of the DAC system and do not constitute "advice" within the meaning of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Act"). DAC will not provide any advice or recommendation to the Issuer or anyone on the Issuer's behalf regarding the "issuance of municipal securities" or any "municipal financial product" as defined in the Act and nothing in this Disclosure Agreement shall be interpreted to the contrary. DAC is not a "Municipal Advisor" as such term is defined in Section 15B of the Securities Exchange Act of 1934, as amended, and related rules.

SECTION 1. Definitions. Capitalized terms not otherwise defined in this Disclosure Agreement shall have the meaning assigned in the Rule or, to the extent not in conflict with the Rule, in the Official Statement (hereinafter defined). The capitalized terms shall have the following meanings:

"Annual Filing Date" means the date, set in Sections 2(a) and 2(f), by which the Annual Report is to be filed with the MSRB.

"Annual Financial Information" means annual financial information as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 3(a) of this Disclosure Agreement.

"Annual Report" means an Annual Report containing Annual Financial Information described in and consistent with Section 3 of this Disclosure Agreement.

"Audited Financial Statements" means the annual financial statements of the Issuer for the prior fiscal year, certified by an independent auditor as prepared in accordance with generally accepted accounting principles or otherwise, as such term is used in paragraph (b)(5)(i)(B) of the Rule and specified in Section 3(b) of this Disclosure Agreement.

"Bonds" means the bonds as listed on the attached Exhibit A, with the 9-digit CUSIP numbers relating thereto.

"Certification" means a written certification of compliance signed by the Disclosure Representative stating that the Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure delivered to the Disclosure Dissemination Agent is the Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure required to be submitted to the MSRB under this Disclosure Agreement. A Certification shall accompany each such document submitted to the Disclosure Dissemination Agent by the Issuer and include the full name of the Bonds and the 9-digit CUSIP numbers for all Bonds to which the document applies.

"Disclosure Dissemination Agent" means Digital Assurance Certification, L.L.C., acting in its capacity as Disclosure Dissemination Agent hereunder, or any successor Disclosure Dissemination Agent designated in writing by the Issuer pursuant to Section 9 hereof.

"Disclosure Representative" means the Chief Financial Officer of the Issuer or his or her designee, or such other person as the Issuer shall designate in writing to the Disclosure Dissemination Agent from time to time as the person responsible for providing Information to the Disclosure Dissemination Agent.

"Failure to File Event" means the Issuer's failure to file an Annual Report on or before the Annual Filing Date.

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

"Force Majeure Event" means: (i) acts of God, war, or terrorist action; (ii) failure or shut-down of the Electronic Municipal Market Access system maintained by the MSRB; or (iii) to the extent beyond the Disclosure Dissemination Agent's reasonable control, interruptions in telecommunications or utilities services, failure, malfunction or error of any telecommunications, computer or other electrical, mechanical or technological application, service or system, computer virus, interruptions in Internet service or telephone service (including due to a virus, electrical delivery problem or similar occurrence) that affect Internet users generally, or in the local area in which the Disclosure Dissemination Agent or the MSRB is located, or acts of any government, regulatory or any other competent authority the effect of which is to prohibit the Disclosure Dissemination Agent from performance of its obligations under this Disclosure Agreement.

"Holder" means any person (a) having the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries) or (b) treated as the owner of any Bonds for federal income tax purposes.

"Information" means, collectively, the Annual Reports, the Audited Financial Statements, the Notice Event notices, the Failure to File Event notices, the Voluntary Event Disclosures and the Voluntary Financial Disclosures.

"Issuer" means the City of Myrtle Beach, South Carolina.

"MSRB" means the Municipal Securities Rulemaking Board, or any successor thereto, established pursuant to Section 15B(b)(1) of the Securities Exchange Act of 1934.

"Notice Event" means any of the events enumerated in paragraph (b)(5)(i)(C) of the Rule and listed in Section 4(a) of this Disclosure Agreement.

"Obligated Person" means any person, including the Issuer, who is either generally or through an enterprise, fund, or account of such person committed by contract or other arrangement to support payment of all, or part of the obligations on the Bonds (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities), as shown on Exhibit A.

"Official Statement" means that Official Statement prepared by the Issuer in connection with the Bonds, as listed in Exhibit A.

“Trustee” means the institution, if any, identified as such in the document under which the Bonds were issued.

“Voluntary Event Disclosure” means information of the category specified in any of subsections (e)(vi)(1) through (e)(vi)(10) of Section 2 of this Disclosure Agreement that is accompanied by a Certification of the Disclosure Representative containing the information prescribed by Section 7(a) of this Disclosure Agreement.

“Voluntary Financial Disclosure” means information of the category specified in any of subsections (e)(vii)(1) through (e)(vii)(9) of Section 2 of this Disclosure Agreement that is accompanied by a Certification of the Disclosure Representative containing the information prescribed by Section 7(b) of this Disclosure Agreement.

SECTION 2. Provision of Annual Reports.

(a) The Issuer shall provide, annually, an electronic copy of the Annual Report and Certification to the Disclosure Dissemination Agent, together with a copy for the Trustee, not later than the Annual Filing Date. Promptly upon receipt of an electronic copy of the Annual Report and the Certification, the Disclosure Dissemination Agent shall provide an Annual Report to the MSRB not later than seven months after the end of each fiscal year of the Issuer, commencing with the fiscal year ending June 30, 2023. Such date and each anniversary thereof is the Annual Filing Date. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 3 of this Disclosure Agreement.

(b) If on the fifteenth (15th) day prior to the Annual Filing Date, the Disclosure Dissemination Agent has not received a copy of the Annual Report and Certification, the Disclosure Dissemination Agent shall contact the Disclosure Representative by telephone and in writing (which may be by e-mail) to remind the Issuer of its undertaking to provide the Annual Report pursuant to Section 2(a). Upon such reminder, the Disclosure Representative shall either (i) provide the Disclosure Dissemination Agent with an electronic copy of the Annual Report and the Certification no later than two (2) business days prior to the Annual Filing Date, or (ii) instruct the Disclosure Dissemination Agent in writing that the Issuer will not be able to file the Annual Report within the time required under this Disclosure Agreement, state the date by which the Annual Report for such year will be provided and instruct the Disclosure Dissemination Agent to immediately send a Failure to File Event notice to the MSRB in substantially the form attached as Exhibit B, which may be accompanied by a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

(c) If the Disclosure Dissemination Agent has not received an Annual Report and Certification by 6:00 p.m. Eastern time on Annual Filing Date (or, if such Annual Filing Date falls on a Saturday, Sunday or holiday, then the first business day thereafter) for the Annual Report, a Failure to File Event shall have occurred and the Issuer irrevocably directs the Disclosure Dissemination Agent to immediately send a Failure to File Event notice to the MSRB in substantially the form attached as Exhibit B without reference to the anticipated filing date for the Annual Report, which may be accompanied by a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

(d) If Audited Financial Statements of the Issuer are prepared but not available prior to the Annual Filing Date, the Issuer shall, when the Audited Financial Statements are available, provide at such time an electronic copy to the Disclosure Dissemination Agent, accompanied by a Certification, together with a copy for the Trustee, if any, for filing with the MSRB.

(e) The Disclosure Dissemination Agent shall:

- (i) verify the filing specifications of the MSRB each year prior to the Annual Filing Date;
- (ii) upon receipt, promptly file each Annual Report received under Sections 2(a) and 2(b) hereof with the MSRB;
- (iii) upon receipt, promptly file each Audited Financial Statement received under Section 2(d) hereof with the MSRB;
- (iv) upon receipt, promptly file the text of each Notice Event received under Sections 4(a) and 4(b)(ii) hereof with the MSRB, identifying the Notice Event as instructed by the Issuer pursuant to Section 4(a) or 4(b)(ii) hereof (being any of the categories set forth below) when filing pursuant to Section 4(c) of this Disclosure Agreement:
 - 1. "Principal and interest payment delinquencies;"
 - 2. "Non-Payment related defaults, if material;"
 - 3. "Unscheduled draws on debt service reserves reflecting financial difficulties;"
 - 4. "Unscheduled draws on credit enhancements reflecting financial difficulties;"
 - 5. "Substitution of credit or liquidity providers, or their failure to perform;"
 - 6. "Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;"
 - 7. "Modifications to rights of securities holders, if material;"
 - 8. "Bond calls, if material, and tender offers;"
 - 9. "Defeasances;"
 - 10. "Release, substitution, or sale of property securing repayment of the securities, if material;"
 - 11. "Rating changes;"
 - 12. "Bankruptcy, insolvency, receivership or similar event of the obligated person;"
 - 13. "The consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;"
 - 14. "Appointment of a successor or additional trustee, or the change of name of a trustee, if material;"

15. "Incurrence of a Financial Obligation of the obligated person, if material, or agreement to covenants, events of default remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders, if material;" and
 16. "Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties."
- (v) upon receipt (or irrevocable direction pursuant to Section 2(c) of this Disclosure Agreement, as applicable), promptly file a completed copy of Exhibit B to this Disclosure Agreement with the MSRB, identifying the filing as "Failure to provide annual financial information as required" when filing pursuant to Section 2(b)(ii) or Section 2(c) of this Disclosure Agreement;
- (vi) upon receipt, promptly file the text of each Voluntary Event Disclosure received under Section 7(a) with the MSRB, identifying the Voluntary Event Disclosure as instructed by the Issuer pursuant to Section 7(a) (being any of the categories set forth below) when filing pursuant to Section 7(a) of this Disclosure Agreement:
1. "amendment to continuing disclosure undertaking;"
 2. "change in obligated person;"
 3. "notice to investors pursuant to bond documents;"
 4. "certain communications from the Internal Revenue Service, other than those communications included in the Rule;"
 5. "secondary market purchases;"
 6. "bid for auction rate or other securities;"
 7. "capital or other financing plan;"
 8. "litigation/enforcement action;"
 9. "change of tender agent, remarketing agent, or other on-going party;" and
 10. "other event-based disclosures;"
- (vii) upon receipt, promptly file the text of each Voluntary Financial Disclosure received under Section 7(b) hereof with the MSRB, identifying the Voluntary Financial Disclosure as instructed by the Issuer pursuant to Section 7(b) (being any of the categories set forth below) when filing pursuant to Section 7(b) of this Disclosure Agreement:
1. "quarterly/monthly financial information;"
 2. "change in fiscal year/timing of annual disclosure;"
 3. "change in accounting standard;"
 4. "interim/additional financial information/operating data;"

5. "budget;"
 6. "investment/debt/financial policy;"
 7. "information provided to rating agency, credit/liquidity provider or other third party;"
 8. "consultant reports;" and
 9. "other financial/operating data."
- (viii) provide the Issuer evidence of the filings of each of the above when made, which shall be by means of the DAC system, for so long as DAC is the Disclosure Dissemination Agent under this Disclosure Agreement.

(f) The Issuer may adjust the Annual Filing Date upon change of its fiscal year by providing written notice of such change and the new Annual Filing Date to the Disclosure Dissemination Agent, Issuer, Trustee (if any) and the MSRB, provided that the period between the existing Annual Filing Date and new Annual Filing Date shall not exceed one year.

(g) Anything in this Disclosure Agreement to the contrary notwithstanding, any Information received by the Disclosure Dissemination Agent before 6:00 p.m. Eastern time on any business day that it is required to file with the MSRB pursuant to the terms of this Disclosure Agreement and that is accompanied by a Certification and all other information required by the terms of this Disclosure Agreement will be filed by the Disclosure Dissemination Agent with the MSRB no later than 11:59 p.m. Eastern time on the same business day; provided, however, the Disclosure Dissemination Agent shall have no liability for any delay in filing with the MSRB if such delay is caused by a Force Majeure Event provided that the Disclosure Dissemination Agent uses reasonable efforts to make any such filing as soon as possible.

SECTION 3. Content of Annual Reports.

(a) Each Annual Report shall contain Annual Financial Information for the most recently completed fiscal year for the most recently completed fiscal year with respect to the Issuer, including the information provided in the Official Statement under the headings:

[To be provided.]

(b) Audited Financial Statements as described in the Official Statement will be included in the Annual Report. If audited financial statements are not available, then, unaudited financial statements, prepared in accordance with generally accepted accounting principles ("GAAP") as described in the Official Statement will be included in the Annual Report. In such event, Audited Financial Statements (if any) will be provided pursuant to Section 2(d).

Any or all of the items listed above may be included by specific reference from other documents, including official statements of debt issues with respect to which the Issuer is an "obligated person" (as defined by the Rule), which have been previously filed with the Securities and Exchange Commission or available on the MSRB Internet Website. If the document incorporated by reference is a final official statement, it must be available from the MSRB. The Issuer will clearly identify each such document so incorporated by reference.

If the Annual Financial Information contains modified operating data or financial information different from the Annual Financial Information agreed to in the continuing disclosure undertaking related to the Bonds, the Issuer is required to explain, in narrative form, the reasons for the modification and the impact of the change in the type of operating data or financial information being provided.

SECTION 4. Reporting of Notice Events.

(a) The occurrence of any of the following events with respect to the Bonds constitutes a Notice Event:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
7. Modifications to rights of Bond holders, if material;
8. Bond calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Bonds, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event of the Obligated Person;

Note to subsection (a)(12) of this Section 4: For the purposes of the event described in subsection (a)(12) of this Section 4, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Obligated Person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Obligated Person.

13. The consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

14. Appointment of a successor or additional trustee or the change of name of a trustee, if material;
15. Incurrence of a Financial Obligation of an Obligated Person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of an Obligated Person, any of which affect security holders, if material; and
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of an Obligated Person, any of which reflect financial difficulties.

The Issuer shall, in a timely manner not later than nine (9) business days after its occurrence, notify the Disclosure Dissemination Agent in writing of the occurrence of a Notice Event. Such notice shall instruct the Disclosure Dissemination Agent to report the occurrence pursuant to subsection (c) and shall be accompanied by a Certification. Such notice or Certification shall identify the Notice Event that has occurred (which shall be any of the categories set forth in Section 2(e)(iv) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information (provided that such date is not later than the tenth business day after the occurrence of the Notice Event).

(b) The Disclosure Dissemination Agent is under no obligation to notify the Issuer or the Disclosure Representative of an event that may constitute a Notice Event. In the event the Disclosure Dissemination Agent so notifies the Disclosure Representative, the Disclosure Representative will within two business days of receipt of such notice (but in any event not later than the tenth business day after the occurrence of the Notice Event, if the Issuer determines that a Notice Event has occurred), instruct the Disclosure Dissemination Agent that either (i) a Notice Event has not occurred and no filing is to be made or (ii) a Notice Event has occurred and the Disclosure Dissemination Agent is to report the occurrence pursuant to subsection (c) of this Section 4, together with a Certification. Such Certification shall identify the Notice Event that has occurred (which shall be any of the categories set forth in Section 2(e)(iv) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information (provided that such date is not later than the tenth business day after the occurrence of the Notice Event).

(c) If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in subsection (a) or (b)(ii) of this Section 4 to report the occurrence of a Notice Event, the Disclosure Dissemination Agent shall promptly file a notice of such occurrence with MSRB in accordance with Section 2 (e)(iv) hereof. This notice may be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

SECTION 5. CUSIP Numbers. The Issuer will provide the Disclosure Dissemination Agent with the CUSIP numbers for (i) new bonds at such time as they are issued or become subject to the Rule and (ii) any Bonds to which new CUSIP numbers are assigned in substitution for the CUSIP numbers previously assigned to such Bonds.

SECTION 6. Additional Disclosure Obligations. The Issuer acknowledges and understands that other state and federal laws, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Issuer, and that the duties and responsibilities of the Disclosure Dissemination Agent under this

Disclosure Agreement do not extend to providing legal advice regarding such laws. The Issuer acknowledges and understands that the duties of the Disclosure Dissemination Agent relate exclusively to execution of the mechanical tasks of disseminating information as described in this Disclosure Agreement.

SECTION 7. Voluntary Filing.

(a) The Issuer may instruct the Disclosure Dissemination Agent to file a Voluntary Event Disclosure with the MSRB from time to time pursuant to a Certification of the Disclosure Representative. Such Certification shall identify the Voluntary Event Disclosure (which shall be any of the categories set forth in Section 2(e)(vi) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information. If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in this Section 7(a) to file a Voluntary Event Disclosure, the Disclosure Dissemination Agent shall promptly file such Voluntary Event Disclosure with the MSRB in accordance with Section 2(e)(vi) hereof. This notice may be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-2.

(b) The Issuer may instruct the Disclosure Dissemination Agent to file a Voluntary Financial Disclosure with the MSRB from time to time pursuant to a Certification of the Disclosure Representative. Such Certification shall identify the Voluntary Financial Disclosure (which shall be any of the categories set forth in Section 2(e)(vii) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information. If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in this Section 7(b) to file a Voluntary Financial Disclosure, the Disclosure Dissemination Agent shall promptly file such Voluntary Financial Disclosure with the MSRB in accordance with Section 2(e)(vii) hereof. This notice may be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-3.

(c) The parties hereto acknowledge that the Issuer is not obligated pursuant to the terms of this Disclosure Agreement to file any Voluntary Event Disclosure pursuant to Section 7(a) hereof or any Voluntary Financial Disclosure pursuant to Section 7(b) hereof.

(d) Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information through the Disclosure Dissemination Agent using the means of dissemination set forth in this Disclosure Agreement or including any other information in any Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure, in addition to that required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure.

SECTION 8. Termination of Reporting Obligation. The obligations of the Issuer and the Disclosure Dissemination Agent under this Disclosure Agreement shall terminate with respect to the Bonds upon the legal defeasance, prior redemption or payment in full of all of the Bonds, when the Issuer is no longer an obligated person with respect to the Bonds, or upon delivery by

the Disclosure Representative to the Disclosure Dissemination Agent of an opinion of counsel expert in federal securities laws to the effect that continuing disclosure is no longer required.

SECTION 9. Disclosure Dissemination Agent. The Issuer has appointed Digital Assurance Certification, L.L.C. as exclusive Disclosure Dissemination Agent under this Disclosure Agreement. The Issuer may, upon thirty days written notice to the Disclosure Dissemination Agent and the Trustee, replace or appoint a successor Disclosure Dissemination Agent. Upon termination of DAC's services as Disclosure Dissemination Agent, whether by notice of the Issuer or DAC, the Issuer agrees to appoint a successor Disclosure Dissemination Agent or, alternately, agrees to assume all responsibilities of Disclosure Dissemination Agent under this Disclosure Agreement for the benefit of the Holders of the Bonds. Notwithstanding any replacement or appointment of a successor, the Issuer shall remain liable to the Disclosure Dissemination Agent until payment in full for any and all sums owed and payable to the Disclosure Dissemination Agent. The Disclosure Dissemination Agent may resign at any time by providing thirty days' prior written notice to the Issuer.

SECTION 10. Remedies in Event of Default. In the event of a failure of the Issuer or the Disclosure Dissemination Agent to comply with any provision of this Disclosure Agreement, the Holders' rights to enforce the provisions of this Agreement shall be limited solely to a right, by action in mandamus or for specific performance, to compel performance of the parties' obligation under this Disclosure Agreement. Any failure by a party to perform in accordance with this Disclosure Agreement shall not constitute a default on the Bonds or under any other document relating to the Bonds, and all rights and remedies shall be limited to those expressly stated herein.

SECTION 11. Duties, Immunities and Liabilities of Disclosure Dissemination Agent.

(a) The Disclosure Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement. The Disclosure Dissemination Agent's obligation to deliver the information at the times and with the contents described herein shall be limited to the extent the Issuer has provided such information to the Disclosure Dissemination Agent as required by this Disclosure Agreement. The Disclosure Dissemination Agent shall have no duty with respect to the content of any disclosures or notice made pursuant to the terms hereof. The Disclosure Dissemination Agent shall have no duty or obligation to review or verify any Information or any other information, disclosures or notices provided to it by the Issuer and shall not be deemed to be acting in any fiduciary capacity for the Issuer, the Holders of the Bonds or any other party. The Disclosure Dissemination Agent shall have no responsibility for the Issuer's failure to report to the Disclosure Dissemination Agent a Notice Event or a duty to determine the materiality thereof. The Disclosure Dissemination Agent shall have no duty to determine, or liability for failing to determine, whether the Issuer has complied with this Disclosure Agreement. The Disclosure Dissemination Agent may conclusively rely upon Certifications of the Issuer at all times.

The obligations of the Issuer under this Section shall survive resignation or removal of the Disclosure Dissemination Agent and defeasance, redemption or payment of the Bonds.

(b) The Disclosure Dissemination Agent may, from time to time, consult with legal counsel (either in-house or external) of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or its respective duties hereunder, and shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel. The reasonable fees and expenses of such counsel shall be payable by the Issuer.

(c) All documents, reports, notices, statements, information and other materials provided to the MSRB under this Agreement shall be provided in an electronic format and accompanied by identifying information as prescribed by the MSRB.

SECTION 12. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the Issuer and the Disclosure Dissemination Agent may amend this Disclosure Agreement and any provision of this Disclosure Agreement may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws acceptable to both the Issuer and the Disclosure Dissemination Agent to the effect that such amendment or waiver does not materially impair the interests of Holders of the Bonds and would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule; provided neither the Issuer or the Disclosure Dissemination Agent shall be obligated to agree to any amendment modifying their respective duties or obligations without their consent thereto.

Notwithstanding the preceding paragraph, the Disclosure Dissemination Agent shall have the right to adopt amendments to this Disclosure Agreement necessary to comply with modifications to and interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission from time to time by giving not less than 20 days written notice of the intent to do so together with a copy of the proposed amendment to the Issuer. No such amendment shall become effective if the Issuer shall, within ten days following the giving of such notice, send a notice to the Disclosure Dissemination Agent in writing that it objects to such amendment.

SECTION 13. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Trustee, if any, for the Bonds, the Disclosure Dissemination Agent, the underwriter, and the Holders from time to time of the Bonds, and shall create no rights in any other person or entity.

SECTION 14. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of South Carolina (other than with respect to conflicts of laws).

SECTION 15. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

The Disclosure Dissemination Agent and the Issuer have caused this Disclosure Agreement to be executed, on the date first written above, by their respective officers duly authorized.

DIGITAL ASSURANCE CERTIFICATION, L.L.C.,
as Disclosure Dissemination Agent

By:

Name:

Title:

THE CITY OF MYRTLE BEACH, SOUTH
CAROLINA, as Issuer

By:

Name:

Title:

EXHIBIT A
NAME AND CUSIP NUMBERS OF BONDS

Name of Issuer	City of Myrtle Beach, South Carolina
Obligated Person(s)	City of Myrtle Beach, South Carolina
Name of Bond Issue:	Limited Obligation Bonds (Tax Increment Pledge), Taxable Series 2022
Date of Issuance:	_____, 2022
Date of Official Statement	_____, 2022
CUSIP Number: _____	CUSIP Number: _____
CUSIP Number: _____	CUSIP Number: _____
CUSIP Number: _____	CUSIP Number: _____
CUSIP Number: _____	CUSIP Number: _____

EXHIBIT C-1
EVENT NOTICE COVER SHEET

This cover sheet and accompanying "event notice" may be sent to the MSRB, pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

Issuer's and/or Other Obligated Person's Name:

Issuer's Six-Digit CUSIP Number:

or Nine-Digit CUSIP Number(s) of the bonds to which this event notice relates:

Number of pages attached: ____

Description of Notice Events (Check One):

1. ____ "Principal and interest payment delinquencies;"
2. ____ "Non-Payment related defaults, if material;"
3. ____ "Unscheduled draws on debt service reserves reflecting financial difficulties;"
4. ____ "Unscheduled draws on credit enhancements reflecting financial difficulties;"
5. ____ "Substitution of credit or liquidity providers, or their failure to perform;"
6. ____ "Adverse tax opinions, IRS notices or events affecting the tax status of the security;"
7. ____ "Modifications to rights of securities holders, if material;"
8. ____ "Bond calls, if material, tender offers;"
9. ____ "Defeasances;"
10. ____ "Release, substitution, or sale of property securing repayment of the securities, if material;"
11. ____ "Rating changes;"
12. ____ "Bankruptcy, insolvency, receivership or similar event of the obligated person;"
13. ____ "Merger, consolidation, or acquisition of the obligated person, if material;" and
14. ____ "Appointment of a successor or additional trustee, or the change of name of a trustee, if material."
15. ____ "Incurrence of a Financial Obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders, if material;" and
16. ____ "Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties."

_____ Failure to provide annual financial information as required.

I hereby represent that I am authorized by the Issuer or its agent to distribute this information publicly:

Signature:

Name: _____ Title: _____

Digital Assurance Certification, L.L.C.
315 E. Robinson Street
Suite 300
Orlando, FL 32801
407-515-1100

Date: _____

**EXHIBIT C-2
VOLUNTARY EVENT DISCLOSURE COVER SHEET**

This cover sheet and accompanying "voluntary event disclosure" may be sent to the MSRB, pursuant to the Disclosure Dissemination Agent Agreement dated as of _____ between the Issuer and DAC.

Issuer's and/or Other Obligated Person's Name:

Issuer's Six-Digit CUSIP Number:

or Nine-Digit CUSIP Number(s) of the bonds to which this notice relates:

Number of pages attached: ____

Description of Voluntary Event Disclosure (Check One):

1. ____ "amendment to continuing disclosure undertaking;"
2. ____ "change in obligated person;"
3. ____ "notice to investors pursuant to bond documents;"
4. ____ "certain communications from the Internal Revenue Service;"
5. ____ "secondary market purchases;"
6. ____ "bid for auction rate or other securities;"
7. ____ "capital or other financing plan;"
8. ____ "litigation/enforcement action;"
9. ____ "change of tender agent, remarketing agent, or other on-going party;" and
10. ____ "other event-based disclosures."

I hereby represent that I am authorized by the Issuer or its agent to distribute this information publicly: '

Signature:

Name: _____

Title: _____

Digital Assurance Certification, L.L.C.
315 E. Robinson Street
Suite 300
Orlando, FL 32801
407-515-1100

Date: _____

**EXHIBIT C-3
VOLUNTARY FINANCIAL DISCLOSURE COVER SHEET**

This cover sheet and accompanying "voluntary financial disclosure" may be sent to the MSRB, pursuant to the Disclosure Dissemination Agent Agreement dated as of _____ between the Issuer and DAC.

Issuer's and/or Other Obligated Person's Name:

Issuer's Six-Digit CUSIP Number:

or Nine-Digit CUSIP Number(s) of the bonds to which this notice relates:

Number of pages attached: ____

Description of Voluntary Financial Disclosure (Check One):

1. ____ "quarterly/monthly financial information;"
2. ____ "change in fiscal year/timing of annual disclosure;"
3. ____ "change in accounting standard;"
4. ____ "interim/additional financial information/operating data;"
5. ____ "budget;"
6. ____ "investment/debt/financial policy;"
7. ____ "information provided to rating agency, credit/liquidity provider or other third party;"
8. ____ "consultant reports;" and
9. ____ "other financial/operating data."

I hereby represent that I am authorized by the Issuer or its agent to distribute this information publicly:

Signature:

Name: _____ Title: _____

Digital Assurance Certification, L.L.C.
315 E. Robinson Street
Suite 300
Orlando, FL 32801
407-515-1100

Date: _____

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STATE OF SOUTH CAROLINA

COUNTY OF HORRY

I, the undersigned, City Clerk of the City Council of the City of Myrtle Beach, South Carolina ("City Council"), **DO HEREBY CERTIFY:**

That the foregoing constitutes a true, correct and verbatim copy of an Ordinance enacted by City Council. The Ordinance was read at two public meetings of City Council on two separate days. An interval of at least six days occurred between each reading. At each meeting, a quorum of City Council was present and remaining present throughout the meeting.

The Ordinance is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my Hand and Seal of the City of Myrtle Beach, South Carolina, this ____ day of October 2022.

(SEAL)

City Clerk