

RESOLUTION 16-11

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE TOWN OF HOLDEN
BEACH, NORTH CAROLINA PROVIDING FOR THE ISSUANCE OF \$12,000,000 SPECIAL
OBLIGATION BOND, SERIES 2016**

WHEREAS, the Town of Holden Beach, North Carolina (the “*Town*”) is authorized by Section 159I-30 of the General Statutes of North Carolina (the “*Applicable Statute*”) to issue its special obligation bonds for beach erosion control and flood and hurricane works provided in a municipal service district; and

WHEREAS, the Board of Commissioners of the Town (the “*Board of Commissioners*”) has created a Municipal Service District (the “*District*), in accordance with Article 23 of Chapter 160A of the North Carolina General Statutes, in which the Town has determined to construct certain beach erosion control and flood and hurricane protection works (the “*Current Project*”); and

WHEREAS, the Board of Commissioners on September 20, 2016 adopted a Bond Order (the “*Bond Order*”) providing for the issuance of Special Obligations Bonds to be secured by the sources set forth in the Bond Order; and

WHEREAS, the Board of Commissioners has determined that it is necessary and advisable at this time to issue the Town’s Special Obligation Bond, Series 2016 (the “*Bond*”) in the aggregate principal amount of \$12,000,000 to (1) pay the costs of the Current Project and (2) pay the costs of issuing the Bond; and

WHEREAS, PNC Bank, National Association (referred to herein as the “*Purchaser*”), has agreed to purchase the Bond as set forth in its Term Sheet, dated August 30, 2016 (the “*Term Sheet*”); and

WHEREAS, the Town has applied to the Local Government Commission of North Carolina (the “*Commission*”) for approval of its application relating to the Bond as required by Section 159I-30(i) of the Applicable Statute and of the issuance and private sale of the Bond, which approval is expected to be granted at the Commission’s meeting on October 4, 2016 (the “*Commission Approval*”); and

WHEREAS, the Board of Commissioners now desires to provide for the terms, form and issuance of the Bond in the amount of \$12,000,000; and

WHEREAS, the Board of Commissioners desires to incorporate in this Resolution, to the extent applicable and unless manifestly inappropriate, the provisions of the Bond Order, including definitions;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Town, in accordance with the final Commission Approval as set forth above and any conditions, terms and other contingencies that may be set forth therein, as follows:

Section 1. Acceptance of Term Sheet, Issuance of Bond. The Town hereby accepts and approves the Term Sheet offered by the Purchaser; provided, however, such Term Sheet shall not represent the final terms of the transaction, which shall be only this Resolution, the Bond and any closing documents. The Term Sheet is not incorporated herein. The Town shall issue in accordance with and pursuant to the Applicable Statute, the Bond Order, and this Resolution, its Bond in the aggregate principal amount of \$12,000,000 for the purpose of providing funds, together with other available funds, to (1) pay the costs of the Current Project and (2) pay the costs of issuing the Bond. The period of usefulness of the capital projects to be financed by the issuance of the Bond is not less than ten years, computed from the date of the issuance of the Bond. The Board finds and determines and asks the

Commission to find and determine from the Town's application and supporting documentation that the proposed Current Project is feasible.

Section 2. Form of Bond. The Bond shall be issued in fully registered form. The Bond shall be issued as a single bond, shall be substantially in the form set forth in Exhibit A attached hereto and made a part hereof, with such appropriate variations, omissions and insertions as are permitted or required by this Resolution. The Town Manager is hereby appointed to be the registrar of the Bond (the "Registrar") and is hereby directed to maintain the appropriate registration records with respect thereto.

Section 3. Details of Bond. (a) The Bond shall be dated the date of its issuance, shall bear interest at a fixed rate of 2.18% per annum until its payment and shall be stated to mature (subject to the right of prior redemption) on or about October 12, 2026.

If at any time there is a Determination of Taxability or Event of Taxability, as such terms are hereinafter defined, the fixed rate of interest shall be increased to and be calculated at the rate which will provide to the Purchaser the effective yield which it would have received if there had not been a Determination of Taxability or an Event of Taxability, such rate to be determined by the Purchaser (the "Alternative Rate of Interest"), and shall be payable from the Date of Taxability to such time as the Bond is paid in full. In such event, the Town also shall be required to pay to the Purchaser all amounts, if any, which may be necessary to reimburse the Purchaser for any interest, penalties or other charges assessed by the Internal Revenue Service and the Department of Revenue of the State of North Carolina against the Purchaser by reason of the Purchaser's failure to include the interest on the Bond in its gross income for income tax purposes. The Town shall pay to the Purchaser the above mentioned Alternative Rate of Interest notwithstanding any transfer by the Purchaser or payment or prepayment by the Town prior to the date such Determination of Taxability was made.

"Event of Taxability" shall mean any event, occurrence or situation, resulting from an action, or failure to act, by the Town, the effect of which is to cause the interest on the Bond to be includible in the gross income of the Purchaser for federal income tax purposes. A Determination of Taxability shall mean a determination that the interest on the Bond is included in gross income of the Purchaser for federal income tax purposes, which determination shall be deemed to have been made upon the occurrence of the first to occur of the following: (a) the date on which the Purchaser is advised in writing by the Commissioner or any District Director of the Internal Revenue Service that, as a consequence of an Event of Taxability, the interest on the Bond is included in the gross income of the Purchaser for federal income tax purposes; (b) the date on which the Town receives notice from the Purchaser that the Purchaser has been advised in writing that the Internal Revenue Service has issued a statutory notice of deficiency or similar notice to the Purchaser which asserts, in effect, that interest on the Bond received by the Purchaser is included in the gross income of the Purchaser for federal income tax purposes, as a result of an Event of Taxability; (c) the day on which the Town is advised in writing by the Commissioner or any District Director of the Internal Revenue Service that there has been issued a public or private ruling of the Internal Revenue Service that the interest on the Bond is included in the gross income of the Purchaser for federal income tax purposes as a result of an Event of Taxability; or (d) the day on which the Town is advised in writing by counsel to the Purchaser that a final determination, from which no further right of appeal exists, has been made by a court of competent jurisdiction in the United States of America in a proceeding with respect to which the Town has been given written notice and an opportunity to participate and defend that interest on the Bond is included in the gross income of the Purchaser for federal income tax purposes, as a result of an Event of Taxability.

"Date of Taxability" shall mean the first date upon which interest on the Bond is included in the gross income of the Purchaser for federal income tax purposes as a result of an Event of Taxability or a Determination of Taxability.

(b) The Bond is subject to mandatory redemption before maturity in part at the redemption price of 100% of the principal amount to be redeemed, without premium, on each October 12 in the years and in the amounts as follows:

PAYMENT DATE (OCTOBER 12)	PRINCIPAL PAYMENT
2017	\$1,200,000
2018	1,200,000
2019	1,200,000
2020	1,200,000
2021	1,200,000
2022	1,200,000
2023	1,200,000
2024	1,200,000
2025	1,200,000
2026	1,200,000

*Maturity

(c) The Bond shall also be subject to optional redemption prior to its stated maturity at the option of the Town in whole (but not in part) on any date upon giving the Purchaser not less than 30 Business Days prior written notice thereof. The redemption price of such Bond shall be equal to 100% of the principal amount of the Bond, plus interest accrued to the redemption date, plus, if so required by the Purchaser as compensation for the costs of the Bond being prepaid, an amount equal to the Cost of Prepayment. “*Cost of Prepayment*” means an amount equal to the present value, if positive, of the product of (a) the difference between (i) the yield, on the beginning date of the applicable interest period, of a U.S. Treasury obligation with a maturity similar to the applicable interest period, minus (ii) the yield on the prepayment date, of a U.S. Treasury obligation with a maturity similar to the remaining maturity of the applicable interest period, and (b) the principal amount to be prepaid, and (c) the number of years, including fractional years, from the prepayment date to the end of the applicable interest period. The yield on any U.S. Treasury obligation shall be determined by reference to Federal Reserve Statistical Release H.15 (519) “*Selected Interest Rates.*” For purposes of making present value calculations, the yield to maturity of a similar maturity U.S. Treasury obligation on the prepayment date shall be deemed the discount rate. A “*Business Day*” shall mean any day other than a Saturday or Sunday or a legal holiday on which commercial lenders are authorized or required to be closed for business in Raleigh, North Carolina.

The Purchaser shall provide the Town with a written statement explaining the calculation of the Cost of Prepayment due, if any, which statement shall, in absence of manifest error, be conclusive and binding on the Town.

(d) Interest on the outstanding principal amount Bond shall be payable on April 12, 2017 and on each April 12 and October 12 thereafter until maturity. Interest on the Bond shall be calculated on the basis of a 360-day year consisting of twelve 30-day months. In the event of a late payment, interest shall continue to accrue on the principal balance outstanding at the interest rate applicable to the Bond; provided that, if such payment is more than five days late, then interest shall accrue at the Default Rate as described in subsection (f) below.

(e) Principal of, premium, if any, and interest on the Bond shall be payable to the registered owner appearing on the registration records of the Registrar by wire transfer or by check, mailed to such

registered owner at its address as it appears on such registration books and shall be received by the registered owner on the date such payment is due.

(f) If the Town defaults on its obligation to pay principal of and interest on the Bond, all amounts due on the Bond will bear interest at the Default Rate. The “*Default Rate*” shall be the greater of (i) 12% per annum or (ii) the Base Rate plus 3.00%; provided that in no event shall the Default Rate exceed 20% per annum. “Base Rate” means the greater of (A) the interest rate per annum announced from time to time by the Purchaser as its then prime rate, which rate may not be the lowest rate then being charged commercial Towns by the Purchaser, or, (ii) the Federal Funds Open Rate plus 0.5% per annum. “*Federal Funds Open Rate*” means, for any day, the rate per annum determined by the Purchaser in accordance with its usual procedures (which determination shall be conclusive absent manifest error) to be the “*Open Rate*” for federal funds transactions as of the opening of business for federal funds transactions among members of the Federal Reserve System arranged by federal funds brokers on such day; provided, however, that if such day is not a Business Day, the Federal Funds Open Rate for such day shall be the Open Rate on the immediately preceding Business Day, or if no such rate shall be quoted by a federal funds broker at such time, such other rate as selected by the Purchaser in accordance with its usual procedures. Any rate of interest based on the Federal Funds Open Rate shall be adjusted as of each Business Day based on changes in the Federal Funds Open Rate without notice to the Town.

Section 4. Security for the Bond. The Bond shall be a special obligation of the Town and the principal of, prepayment premium and interest on the Bond shall be payable solely from the sources identified in the Bond Order and as set forth in the Bond. The uses of the sources set forth in the Bond Order and the Bond do not constitute a pledge of the Town’s taxing power and the Town is not obligated to pay the principal of, or interest or any premium on, the Bond except from the sources in the Bond Order and the Bond.

NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE TOWN ARE PLEDGED FOR THE PAYMENT OF THE PRINCIPAL OF, OR INTEREST OR ANY PREMIUM ON, THE BOND, AND NO OWNER OF THE BOND HAS THE RIGHT TO COMPEL THE EXERCISE OF THE TAXING POWER OF THE TOWN IN CONNECTION WITH ANY DEFAULT THEREON.

Section 5. Application of the Bond Proceeds. On the date of the initial issuance of the Bond, the Purchaser shall delivery the Bond proceeds to any account identified by the Town and the Town shall invest, or cause to be invested, such proceeds until used only in investments authorized by Section 159-30 of the General Statutes of North Carolina. Such Bond proceeds shall be applied solely as follows: (1) as soon as practicable, for the costs of the Current Project, and (2) within 60 days of the date of initial issuance, for payment of the issuance costs.

Section 6. Execution of the Bond. The Bond, issued as a single bond, shall be executed in the name of the Town by facsimile or manual signatures of the Town’s Mayor and Town Clerk and there shall be affixed thereto or imprinted thereon the seal of the Town, and the Certificate of Approval of the Commission shall bear a facsimile or manual signature of the Secretary of the Commission or his designated assistant. The Town Manager shall manually authenticate the Bond.

Section 7. Private Sale of Bond. The Bond shall be sold to the Purchaser at private sale without advertisement in the form of a single registered bond bearing interest at 2.18% per annum and containing such provisions as set forth above and in the Bond Purchase Agreement, to be dated the delivery of the Bond (the “*BPA*”), between the Commission and the Purchaser and approved the Town. The Town hereby approves the draft of the BPA presented at this meeting and hereby authorizes and directs the Mayor and Town Manager, individually or collectively, as appropriate, to execute and delivery such BPA in such final form that they, with the advice of counsel, deem appropriate.

Section 8. Authorization for Delivery of Bond. The Mayor, the Town Manager and the Town Clerk, individually or collectively, are hereby authorized and directed to cause the Bond to be prepared and, when it shall have been duly sold by the Commission, to execute and authenticate the Bond and deliver the same to the Purchaser.

Section 9. Arbitrage and Tax Covenants. The Town covenants that it will not take or permit, or omit to take or cause to be taken, any action that would adversely affect the exclusion from gross income of the recipient thereof for federal income tax purposes of interest on the Bond and, if it should take or permit, or omit to take or cause to be taken, any such action, the Town will take or cause to be taken all lawful actions within its power necessary to rescind or correct such actions or omissions promptly upon having knowledge thereof. The Town acknowledges that the continued exclusion of the Bond from the owner's gross income for federal income tax purposes depends, in part, on compliance with the arbitrage limitations imposed by Section 148 of the Code.

The Town covenants that it will comply with all the requirements of Section 148 of the Code, including the rebate requirements, and that it will not permit at any time any of the proceeds of the Bond or other funds under its control to be used, directly or indirectly, to acquire any asset or obligation, the acquisition of which would cause the Bond to be "arbitrage bonds" for purposes of Section 148 of the Code. The Town covenants that it will comply with the investment instructions in the Arbitrage and Tax Regulatory Certificate executed and delivered on the date hereof with respect to the Bond.

Section 10. Authorization for Other Acts. The Mayor, Town Clerk, Town Manager, the Town Clerk and the Town Attorney, individually or collectively, are further authorized and directed to take such action and to execute and deliver any such documents, deeds, certificates, undertakings, agreements or other instruments as they, with the advice of counsel, may deem necessary and appropriate to effect the transactions contemplated by the Bond Order and this Resolution. Such officers are hereby directed to take all actions necessary to effectuate the transaction set forth above, including taking any such actions or making any such changes as may be required by the Commission Approval.

Section 11. Transfer Restrictions. Notwithstanding any other provisions of the Bond Order or this Resolution to the contrary, the Bond shall not be transferred to any person other than a bank, insurance company or similar financial institution unless such transfer has been previously approved by the Commission.

The Purchaser or its assignees may assign or reassign all or any part of the Bond, including the assignment or reassignment of any partial interest through the use of certificates evidencing participation interests in the Bond, or making the Bond part of a pool of obligations without the consent of the Commission, so long as such assignment or reassignment is to (i) a bank, insurance company or similar institution or any other entity approved by the Commission; or (ii) a trustee for the purpose of issuing certificates of participation or other forms of certificates evidencing an undivided interest in the Bond, provided such certificates are sold only to a bank, insurance company or similar financial institution or other entity approved by the Commission.

The provisions of this paragraph may not be amended without the prior written consent of the Commission.

Section 12. Reporting Requirements for the Town. The Town hereby covenants to provide to the Purchaser at the same time the Town provides its annual audited financial statements to the Commission, but in no event later than 210 days after the end of the Town's fiscal year, the Town's annual audited financial statements. The Town shall also provide such other financial information and operating reports as may be reasonably requested by the Purchaser.

Section 13. Supplemental Resolutions; Additional Parity Indebtedness. The Town may adopt resolutions supplemental hereto; provided, however, the Purchaser's prior written consent shall be required for any supplemental resolution that affects the terms or tax treatment of the Bond. The Town may issue indebtedness that is on parity with the Bond with the Purchaser's prior written consent.

Section 14. Repealer. All orders and resolutions and parts of orders and resolutions in conflict with this Resolution, if any, excluding the Bond Order, shall be and the same are hereby repealed to the extent the conflict exists.

Section 15. Effectiveness of Resolution. This resolution shall be effective immediately upon its adoption by the Board of Commissioners.

J. Alan Holden, Mayor

ATTEST:

Heather Finnell, Town Clerk

STATE OF NORTH CAROLINA)
)
COUNTY OF BRUNSWICK) SS:

I, *Heather Finnell*, Town Clerk of the Town of Holden Beach, North Carolina, ***DO HEREBY CERTIFY*** that the foregoing is a true and exact copy of a resolution entitled “**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE TOWN OF HOLDEN BEACH, NORTH CAROLINA PROVIDING FOR THE ISSUANCE OF \$12,000,000 SPECIAL OBLIGATION BOND, SERIES 2016**” adopted by the Board of Commissioners of the Town of Holden Beach, North Carolina, at a meeting held on the 20th day of September, 2016.

WITNESS my hand and the corporate seal of the Town of Holden Beach, North Carolina, this the ___ day of September, 2016.

[Seal]

Heather Finnell
Town Clerk
Town of Holden Beach, North Carolina

APPENDIX A

FORM OF BOND

This Bond is subject to certain transfer restrictions as described herein.

No. R-1

\$12,000,000

UNITED STATES OF AMERICA
STATE OF NORTH CAROLINA
TOWN OF HOLDEN BEACH, NORTH CAROLINA

SPECIAL OBLIGATION BOND, SERIES 2016

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>DATED DATE</u>
2.18%	October 12, 2026	October 12, 2016

REGISTERED OWNER: PNC BANK, NATIONAL ASSOCIATION

PRINCIPAL SUM: TWELVE MILLION DOLLARS

SPECIAL OBLIGATION BOND, SERIES 2016

THE TOWN OF HOLDEN BEACH, NORTH CAROLINA (the "Town") acknowledges itself indebted and for value received hereby promises to pay to the Registered Owner named above, on the Maturity Date specified above, on surrender hereof, the Principal Sum shown above and to pay to the Registered Owner hereof interest thereon from the date of this Bond until it shall mature at the Interest Rate per annum specified above, payable on April 12, 2017 and on each April 12 and October 12 thereafter until the Maturity Date. Interest on this Bond shall be calculated on the basis of a 360-day year consisting of twelve 30-day months. In the event of a late payment, interest shall continue to accrue on the principal balance outstanding at the interest rate per annum set forth above; provided that, if such payment is more than five days late, then interest shall accrue at the Default Rate described below. Principal of and interest on this Bond are payable in immediately available funds to the Registered Owner.

The Default Rate shall be the greater of (i) 12% per annum or (ii) the Base Rate plus 3.00%; provided that in no event shall the Default Rate exceed 20% per annum. "Base Rate" means the greater of (A) the interest rate per annum announced from time to time by the Purchaser as its then prime rate, which rate may not be the lowest rate then being charged commercial Towns by the Purchaser, or, (ii) the Federal Funds Open Rate plus 0.5% per annum. "Federal Funds Open Rate" means, for any day, the rate per annum determined by the Purchaser in accordance with its usual procedures (which determination shall be conclusive absent manifest error) to be the "Open Rate" for federal funds transactions as of the opening of business for federal funds transactions among members of the Federal Reserve System arranged by federal funds brokers on such day; provided, however, that if such day is not a Business Day, the Federal Funds Open Rate for such day shall be the Open Rate on the immediately preceding Business Day, or if no such rate shall be quoted by a federal funds broker at such time, such other rate as selected by the Purchaser in accordance with its usual procedures. Any rate of interest based on the Federal Funds

Open Rate shall be adjusted as of each Business Day based on changes in the Federal Funds Open Rate without notice to the Town.

This Bond is issued in accordance with the Registered Public Obligations Act, Chapter 159E of the General Statutes of North Carolina, and pursuant to the Chapter 159I of the General Statutes of North Carolina, a bond order (the “*Bond Order*”) adopted by the Board of Commissioners on September 20, 2016 and effective on the date of its adoption and an issuance resolution (the “*Issuance Resolution*”) adopted by the Board of Commissioners on September 20, 2016 and effective on the date of its adoption. This Bond is being issued to provide funds to construct certain beach erosion control and flood and hurricane protection works in the District (as defined in the Issuance Resolution) and to pay issuance costs relating to this Bond.

If at any time there is a Determination of Taxability or Event of Taxability, as such terms are hereinafter defined, the fixed rate of interest shall be increased to and be calculated at the rate which will provide to the Purchaser the effective yield which it would have received if there had not been a Determination of Taxability or an Event of Taxability, such rate to be determined by the Purchaser (the “*Alternative Rate of Interest*”), and shall be payable from the Date of Taxability to such time as this Bond is paid in full. In such event, the Town also shall be required to pay to the Purchaser all amounts, if any, which may be necessary to reimburse the Purchaser for any interest, penalties or other charges assessed by the Internal Revenue Service and the Department of Revenue of the State of North Carolina against the Purchaser by reason of the Purchaser’s failure to include the interest on this Bond in its gross income for income tax purposes. The Town shall pay to the Purchaser the above mentioned Alternative Rate of Interest notwithstanding any transfer by the Purchaser or payment or prepayment by the Town prior to the date such Determination of Taxability was made.

“*Event of Taxability*” shall mean any event, occurrence or situation, resulting from an action, or failure to act, by the Town, the effect of which is to cause the interest on this Bond to be includible in the gross income of the Purchaser for federal income tax purposes. A Determination of Taxability shall mean a determination that the interest on this Bond is included in gross income of the Purchaser for federal income tax purposes, which determination shall be deemed to have been made upon the occurrence of the first to occur of the following: (a) the date on which the Purchaser is advised in writing by the Commissioner or any District Director of the Internal Revenue Service that, as a consequence of an Event of Taxability, the interest on this Bond is included in the gross income of the Purchaser for federal income tax purposes; (b) the date on which the Town receives notice from the Purchaser that the Purchaser has been advised in writing that the Internal Revenue Service has issued a statutory notice of deficiency or similar notice to the Purchaser which asserts, in effect, that interest on this Bond received by the Purchaser is included in the gross income of the Purchaser for federal income tax purposes, as a result of an Event of Taxability; (c) the day on which the Town is advised in writing by the Commissioner or any District Director of the Internal Revenue Service that there has been issued a public or private ruling of the Internal Revenue Service that the interest on this Bond is included in the gross income of the Purchaser for federal income tax purposes as a result of an Event of Taxability; or (d) the day on which the Town is advised in writing by counsel to the Purchaser that a final determination, from which no further right of appeal exists, has been made by a court of competent jurisdiction in the United States of America in a proceeding with respect to which the Town has been given written notice and an opportunity to participate and defend that interest on this Bond is included in the gross income of the Purchaser for federal income tax purposes, as a result of an Event of Taxability.

“*Date of Taxability*” shall mean the first date upon which interest on this Bond is included in the gross income of the Purchaser for federal income tax purposes as a result of an Event of Taxability or a Determination of Taxability.

This Bond is subject to mandatory redemption before maturity in part at the redemption price of 100% of the principal amount to be redeemed, without premium, on each October 12 in the years and in the amounts as follows:

PAYMENT DATE (OCTOBER 12)	PRINCIPAL PAYMENT
2017	\$1,200,000
2018	1,200,000
2019	1,200,000
2020	1,200,000
2021	1,200,000
2022	1,200,000
2023	1,200,000
2024	1,200,000
2025	1,200,000
2026	1,200,000

*Maturity

This Bond shall also be subject to optional redemption prior to its stated maturity at the option of the Town in whole (but not in part) on any date upon giving the Purchaser not less than 30 Business Days prior written notice thereof. The redemption price of such Bond shall be equal to 100% of the principal amount of this Bond, plus interest accrued to the redemption date, plus, if so required by the Purchaser as compensation for the costs of this Bond being prepaid, an amount equal to the Cost of Prepayment. “*Cost of Prepayment*” means an amount equal to the present value, if positive, of the product of (a) the difference between (i) the yield, on the beginning date of the applicable interest period, of a U.S. Treasury obligation with a maturity similar to the applicable interest period, minus (ii) the yield on the prepayment date, of a U.S. Treasury obligation with a maturity similar to the remaining maturity of the applicable interest period, and (b) the principal amount to be prepaid, and (c) the number of years, including fractional years, from the prepayment date to the end of the applicable interest period. The yield on any U.S. Treasury obligation shall be determined by reference to Federal Reserve Statistical Release H.15 (519) “*Selected Interest Rates*.” For purposes of making present value calculations, the yield to maturity of a similar maturity U.S. Treasury obligation on the prepayment date shall be deemed the discount rate. A “*Business Day*” shall mean any day other than a Saturday or Sunday or a legal holiday on which commercial lenders are authorized or required to be closed for business in Raleigh, North Carolina.

Section 16. This Bond shall be a special obligation of the Town and the principal of, and interest and premium on, such Bond shall be secured solely by the sources set forth in the Bond Order (such sources be defined herein as the “*Pledged Sources*”), which are as follows:

(i) that portion of the 1% local option sales and use tax levied by the County of Brunswick, North Carolina (the “*County*”) pursuant to Article 39 of Chapter 105 of the General Statutes of North Carolina which are distributed to the Town;

(ii) that portion of the 1/2% local option sales and use tax levied by the County pursuant to Article 40 of Chapter 105 of the General Statutes of North Carolina which are distributed to the Town;

(iii) that portion of the two 1/2% local option sales and use tax levied by the County pursuant to Article 42 of Chapter 105 of the General Statutes of North Carolina which are distributed to the Town;

(iv) that portion of the proceeds pursuant to the Local Government Hold Harmless Provisions in Article 44 of Chapter 105 of the General Statutes of North Carolina which are distributed to the Town;

(v) certain taxes levied and collected by the State of North Carolina in lieu of local franchise and sales taxes pursuant to Chapter 105 of the General Statutes of North Carolina which are distributed to the Town, specifically the amounts derived from electricity sales, piped natural gas sales, telecommunication sales, local video programming sales and beer and wine sales;

(vi) fees charged by the Town in accordance with the General Statutes of North Carolina to obtain building permits;

(vii) amounts paid to the Town from the County pursuant to the Interlocal Agreement dated May 31, 2016 between the Town and the County; and

(viii) one or more additional sources of funds identified by the Board of Commissioners in future proceedings of the Board of Commissioners, so long as (i) the pledge of such sources does not constitute a pledge of the taxing power of the Town and (ii) the pledge of such sources is first approved by the Local Government Commission of North Carolina as set forth in Section 159I-30(i) of the General Statutes of North Carolina.

The uses of the Pledged Sources do not constitute a pledge of the Town's taxing power and the Town is not obligated to pay the principal of, or interest or any premium on, this Bond except from the sources set forth in the Bond Order and above.

NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE TOWN ARE PLEDGED FOR THE PAYMENT OF THE PRINCIPAL OF, OR INTEREST OR ANY PREMIUM ON, THIS BOND, AND NO OWNER OF THIS BOND HAS THE RIGHT TO COMPEL THE EXERCISE OF THE TAXING POWER OF THE TOWN IN CONNECTION WITH ANY DEFAULT THEREON.

It is hereby certified and recited that all conditions, acts and things required by the Constitution or statutes of the State of North Carolina to exist, be performed or happen precedent to or in the issuance of this Bond, exist, have been performed and have happened.

This Bond is not valid or obligatory for any purpose until the certification hereon has been signed by an authorized representative of the Local Government Commission.

This Bond shall not be transferred to any person other than a bank, insurance company or similar financial institution unless such transfer is permitted pursuant to the Issuance Resolution.

IN WITNESS WHEREOF, the Town has caused this Bond to bear the original or facsimile of the signatures of the Mayor and the Town Clerk of the Town, each acting on behalf of the Town, and an original or facsimile of the seal of the Town to be imprinted hereon and this Bond to be dated as of the Dated Date above.

(SEAL)

Heather Finnell
Town Clerk

J. Alan Holden
Mayor

Date of Execution: October 12, 2016

The issue hereof has been approved by of Local Government Commission.

GREG C. GASKINS
Secretary of the Local Government Commission

CERTIFICATE OF AUTHENTICATION

This is the Special Obligation Bond, Series 2016 is secured by the Pledged Sources (as defined in this Bond) and authorized by the Bond Order and Issuance Resolution.

**TOWN MANAGER OF THE TOWN OF HOLDEN BEACH,
NORTH CAROLINA, as Registrar**

Dated: October 12, 2016

By: _____
David W. Hewett
Town Manager

FORM OF ASSIGNMENT

ASSIGNMENT

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

(Please print or typewrite Name and Address,
including Zip Code, and Federal Taxpayer Identification or
Social Security Number of Assignee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

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

Dated: _____

Signature guaranteed by:

NOTICE: Signature must be guaranteed by
a Participant in the Securities Transfer
Agent Medallion Program ("*Stamp*") or
similar program.

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

TRANSFER FEE MAY BE REQUIRED