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**GREENVILLE COUNTY, SOUTH CAROLINA  
GREENVILLE COUNTY TOURISM PUBLIC FACILITIES CORPORATION  
HOSPITALITY TAX REFUNDING CERTIFICATES OF PARTICIPATION  
SERIES 2014**

**CERTIFICATE PURCHASE AGREEMENT**

\_\_\_\_\_, 2014

County Council of Greenville County  
County Square  
301 University Ridge, Suite 2400  
Greenville, South Carolina 29601

Greenville County Tourism Public Facilities Corporation  
County Square  
301 University Ridge, Suite 2400  
Greenville, South Carolina 29601

Ladies and Gentlemen:

The undersigned, Raymond James & Associates, Inc., as underwriter (the “Underwriter”), offers to enter into this Certificate Purchase Agreement (the “Certificate Purchase Agreement”) with Greenville County, South Carolina (the “County”), and Greenville County Tourism Public Facilities Corporation (the “Corporation”), which, upon the acceptance of this offer and the execution of this Certificate Purchase Agreement by the parties, shall be in full force and effect in accordance with its terms and shall be binding upon the County, the Corporation, and the Underwriter. This offer is made subject to the acceptance of this Certificate Purchase Agreement by the County and the Corporation on or before 5:00 o’clock p.m. prevailing Eastern Time, on \_\_\_\_\_, 2014, and, if not so accepted, will be subject to withdrawal by the Underwriter upon notice delivered by the Underwriter to the County and the Corporation at the above addresses at any time prior to the acceptance hereof by the County, the Corporation, and the Underwriter. If this offer is accepted by the County and the Corporation, this Certificate Purchase Agreement will be deemed delivered and effective as of 12:00 o’clock p.m. prevailing Eastern Time, on \_\_\_\_\_, 2014.

All terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Preliminary Official Statement (as defined in Section 3 hereof).

1. Purchase and Sale of Certificates. On the basis of the representations, warranties, and agreements contained in, and subject to the terms and conditions of, this Certificate Purchase Agreement, the Underwriter hereby agrees to purchase from the Corporation \$\_\_\_\_\_ aggregate principal amount of the Corporation's Hospitality Tax Refunding Certificates of Participation, Series 2014 (the "Series 2014 Certificates"), and the Corporation hereby agrees to sell and deliver to the Underwriter all (but not less than all) of the Series 2014 Certificates. The purchase price for the Series 2014 Certificates shall be \$\_\_\_\_\_ (representing the par amount of the Series 2014 Certificates less net original issue discount/plus net original issue premium of \$\_\_\_\_\_, less an Underwriter's discount of \$\_\_\_\_\_), [plus accrued interest on the Series 2014 Certificates from \_\_\_\_\_, 2014 to the Closing Date (as defined in Section 8 hereof)]. The Series 2014 Certificates will mature in the principal amounts, bear interest at the rates, and be subject to redemption as set forth in Schedule 1 attached hereto.

2. General Terms and Security of the Series 2014 Certificates. (a) The Series 2014 Certificates will evidence proportionate undivided interests in the right to receive certain payments of Base Rent (as defined in the Official Statement) under a Lease Agreement, dated as of March 1, 2008, as supplemented by a First Supplement to Lease Agreement, dated as of August 1, 2010, each between the County, as lessee, and the Corporation, as lessor, and as further supplemented by a Second Supplement to Lease Agreement, dated as of \_\_\_\_\_, 2014, between the County, as lessee, and the Corporation as lessor (collectively, the "Lease") pursuant to which the Facilities (as defined in the Official Statement) are being leased by the Corporation to the County. The Corporation's right, title, and interest (except rights to receive certain notices and to reimbursement for certain expenses) under the Lease have been assigned to U.S. Bank National Association, as trustee (the "Trustee"), pursuant to a Trust Agreement, dated as of March 1, 2008, as supplemented by a First Supplement to Trust Agreement, dated as of August 1, 2010, and as further supplemented by a Second Supplement to Trust Agreement, dated as of \_\_\_\_\_, 2014 (collectively, the "Trust Agreement"), each between the Corporation and the Trustee. The County is not a party to the Trust Agreement or the Series 2014 Certificates.

The County has granted, pursuant to an Ordinance enacted by the County Council on \_\_\_\_\_, 2014, a pledge of and lien on the Hospitality Tax revenues to secure the payment of the Base Rent under the Lease. As a result of this pledge of and lien on the Hospitality Tax revenues, the payment of Base Rent under the Lease is not subject to annual appropriation by the Council.

(b) The Series 2014 Certificates are being issued to (1) advance refund and defease the currently outstanding Greenville County Tourism Public Facilities Corporation, Certificates of Participation, Series 2008 (the "Series 2008 Certificates") which mature in the years 2018-2028, inclusive (the "Refunded Certificates"), (2) to fund the 2014 Reserve Fund to the Reserve Requirement, and, (3) defray the costs of issuance of the Series 2014 Certificates.

(c) The Depository Trust Company ("DTC") shall act as securities depository for the Series 2014 Certificates, which shall be issued in book-entry form.

(e) It is intended that interest on the Series 2014 Certificates will be excluded from gross income for federal income tax purposes under existing statutes, regulations, rulings, and

court decisions. It is not expected by the County that any part of the Series 2014 Certificates will be payable from payments to be made in respect of property or money which is or will be used, under a lease, sale, or loan arrangement, by or for an industrial or commercial enterprise.

3. Preliminary Official Statement and Official Statement; Continuing Disclosure.

(a) The County and the Corporation have duly approved and authorised the distribution and use of the Preliminary Official Statement with respect to the Series 2014 Certificates dated \_\_\_\_\_, 2014 (the “Preliminary Official Statement”) and the execution, delivery, and distribution of the final Official Statement to be dated the date hereof (the “Official Statement”). The County and the Corporation have delivered copies of the Preliminary Official Statement to the Underwriter. As of its date, the Preliminary Official Statement has been “deemed final” by the County and the Corporation (except for such matters as may be omitted therefrom pursuant to the paragraph (b)(1) of the Rule (as defined below), including the offering prices, interest rates, selling commissions, principal amount per maturity, optional and mandatory redemption provisions, sources and uses of funds, and delivery date of the Series 2014 Certificates) for purposes of paragraph (b)(1) of Rule 15c2-12 promulgated by the United States Securities and Exchange Commission (the “SEC”) pursuant to the Securities Exchange Act of 1934, as amended (the “Rule”). The County and the Corporation hereby confirm that the Underwriter has been authorised to distribute or cause to be distributed and to use the Preliminary Official Statement (in printed or electronic form) with respect to the public offering of the Series 2014 Certificates.

(b) The County agrees to undertake for the benefit of the Underwriter and the holders of the Series 2014 Certificates (within the meaning of paragraph (b)(5) of the Rule), pursuant to a Continuing Disclosure Undertaking by the County, to provide annual reports and notices of certain events relating to the Series 2014 Certificates in compliance with the Rule. A description of this undertaking is set forth in the Preliminary Official Statement.

(c) The County and the Corporation agree to provide the Official Statement to the Underwriter, in such quantity as may be reasonably requested by the Underwriter, no later than the earlier of (i) seven (7) business days after the date of this Certificate Purchase Agreement or (ii) one business day prior to the Closing Date (as defined in Section 8 hereof), in order to permit the Underwriter to comply with paragraph (b)(3) of the Rule and Rule G-32 of the Municipal Securities Rulemaking Board (the “MSRB”), with respect to distribution and submission of the Official Statement. The County and the Corporation agree to prepare the Official Statement, including any amendments thereto, in word-searchable PDF format as described in the MSRB’s Rule G-32. The Underwriter agrees that it will not confirm the sale of any Series 2014 Certificates unless the confirmation of sale is accompanied or preceded by the delivery of a copy of the final Official Statement pursuant to the rules of the MSRB and that any supplement or amendment to the Official Statement also shall be delivered to the initial purchasers of any Series 2014 Certificates. The Underwriter agrees to cause the deposit of the Official Statement with the MSRB Electronic Municipal Market Access System (“EMMA”) within one business day after receipt of the Official Statement from the County, but by no later than seven (7) business days following the Closing Date.

(d) Except as set forth in Section 7 hereof, the County and the Corporation agree not to supplement or amend, or cause to be supplemented or amended, the Official Statement without the prior written consent of the Underwriter.

(e) The County further agrees to provide the Underwriter with the advance refunding documents (as defined in MSRB Rule G-32) in a word-searchable PDF format as described in the MSRB's Rule G-32 and shall provide such electronic copy of the word-searchable PDF format of the advance refunding documents to the Underwriter no later than four (4) business days after the Closing Date to enable the Underwriter to comply with MSRB's Rule G-32.

4. Public Offering and Prices of the Series 2014 Certificates. (a) The Underwriter intends to make an initial bona fide public offering of all the Series 2014 Certificates at not in excess of the public offering price or prices (or yield or yields) set forth in Schedule 1 attached hereto and may subsequently change such offering price or prices (or yield or yields) without any requirement of prior notice to either the County or the Corporation. The Underwriter may offer and sell Series 2014 Certificates to certain dealers and others, at prices lower than the public offering price or prices stated in Schedule 1 attached hereto.

(b) At the Closing (as defined in Section 8 hereof), the Underwriter will deliver to the County and the Corporation a certificate confirming the representations of this Section 4 and as to such other matters reasonably required in order to enable Haynsworth Sinkler Boyd, P.A., Greenville, South Carolina ("Special Tax Counsel"), to render its opinion as to the exclusion from gross income for federal income tax purposes of interest on the Series 2014 Certificates.

5. Representations and Warranties by the County. The County represents and warrants to the Underwriter that:

(a) The County is public body corporate and politic and a political subdivision of the State of South Carolina, duly organized and validly existing under the laws of the State of South Carolina.

(b) The County is authorized by the laws of the State of South Carolina to enact the ordinance (the "Ordinance") authorizing the pledge of the Hospitality Tax revenues, the lease and purchase of the Facilities, and the execution, performance, and delivery of the Second Supplement to Lease Agreement, the Second Supplement to Corporation Ground Lease, the Certificate Purchase Agreement, and the Continuing Disclosure Undertaking, and any other agreements or documents as may be required to be executed, delivered, and received by the County in order to carry out, give effect to, and consummate the transactions contemplated hereby (collectively, the "County Documents"), and the Official Statement, and to execute, deliver, and perform and consummate all other transactions contemplated by the County Documents and the Official Statement, and the Series 2014 Certificates.

(c) The Preliminary Official Statement (except for the information permitted to be omitted therefrom pursuant to the Rule) does not as of the date hereof, and the Official Statement will not as of the Closing Date, contain any untrue statement of a material fact or omit to state

any material fact required to be stated therein or necessary in order to make the statements therein not misleading; provided however, that this representation and warranty shall not apply to the information contained therein regarding The Depository Trust Company or its affiliates (“DTC”) or the book-entry only system of registration and transfer of the Series 2014 Certificates (the “Book Entry System”), the information in the section entitled “MISCELLANEOUS – Underwriting,” and the statement of the Underwriter contained in the fourth paragraph of the inside front cover of the Preliminary Official Statement and the Official Statement.

(d) The County shall have prior to or simultaneously with the Closing (as defined in Section 8 hereof) duly enacted the Ordinance, and duly authorised all necessary action to be taken by it for: (i) the issuance and sale by the Corporation of the Series 2014 Certificates upon the terms set forth herein, in the Trust Agreement, and in the Official Statement; (ii) the approval of the Official Statement and the signing of the Official Statement by a duly authorised officer; and (iii) the execution and delivery of the County Documents, and any other agreements or documents as may be required to be executed, delivered, and received by the County in order to carry out, give effect to, and consummate the transactions contemplated hereby and by the Official Statement.

(e) The County Documents, when executed and delivered by the County and assuming the due execution and delivery by the other parties thereto or enacted by County Council (as applicable) at or prior to the Closing (as defined in Section 8 hereof), the Lease, and the Corporation Ground Lease will constitute legal, valid, and binding obligations of the County enforceable in accordance with their terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganisation, moratorium, or similar laws affecting creditors’ rights generally and general principles of equity.

(f) The Series 2014 Certificates and the County Documents conform and, in the case of the Official Statement, will conform, in all material respects to the descriptions thereof contained in the Preliminary Official Statement and the Official Statement.

(g) The County will apply the proceeds from the sale of the Series 2014 Certificates as described in the Official Statement.

(h) The County (i) is not in default in any material respect, and no event has occurred which, with notice or lapse of time or both, would constitute such a default, in the due performance or observance of any term, covenant, or condition contained in any material indenture, ordinance, resolution, mortgage, loan agreement, or other agreement or instrument to which it is a party or by which it is bound or to which any of its properties or assets is subject and (ii) is not in violation in any material respect of any law, ordinance, governmental rule, regulation, or court decree to which it or its property or assets may be subject and has not failed to obtain any material license, permit, certificate, franchise, or other governmental authorisation or permit necessary to the performance of its obligations hereunder or under the other County Documents, except for any such default, violation, or failure that would not reasonably be expected to result in a material adverse effect on its properties, its financial condition, or its obligations hereunder or under the other County Documents, the Lease, or the Corporation

Ground Lease (a “Material Adverse Effect”).

(i) The execution, delivery, and performance by the County of the County Documents and the issuance of the Series 2014 Certificates by the Corporation and consummation of the transactions contemplated hereby and thereby will not conflict with, or result in any breach of or constitute a default under (nor constitute any event which with notice, lapse of time, or both, would result in any breach of, or constitute a default under) any existing law, court or administrative regulation, decree, or order, or any license, indenture, mortgage, bond, note, other evidence of indebtedness, or any lease, contract, or other agreement to which the County is a party or by which it or its properties is or, on the Closing Date, will be bound, except for any such conflict, breach, or default which would not reasonably be expected to result in a Material Adverse Effect.

(j) The County has obtained or made all approvals, authorisations, consents, or order of or filings with any governmental or regulatory commission, board, body, authority, or agency required in connexion with the issuance and sale of the Series 2014 Certificates by the Corporation or the consummation by the County of the transactions as contemplated hereby other than any necessary qualification under the securities or “blue sky” laws of any state or other jurisdiction.

(k) Except as disclosed in the Preliminary Official Statement, there are no actions, suits, claims, investigations, or proceedings pending or, to the knowledge of the County, threatened to which the County or any of its officers or agencies is a party, at law or in equity or before or by any court, public board, agency, or body which would reasonably be expected to result in a Material Adverse Effect or prevent the enforcement of the County Documents, the Lease, the Corporation Ground Lease, or the Trust Agreement, or the consummation of the transactions contemplated hereby, challenging the federal tax-exempt status of the interest on the Series 2014 Certificates, or challenging the exemption of interest on the Series 2014 Certificates from taxation in the State of South Carolina.

(l) There is no legislation enacted or, to the best of the County's knowledge, pending, the effect of which would be to remove the exemption of the interest on the Series 2014 Certificates from any taxation under the laws of the State of South Carolina, except inheritance or other transfer taxes and certain franchise taxes.

(m) The County has not been notified of any listing or proposed listing of it by the Internal Revenue Service to the effect that the County is a bond issuer whose arbitrage certifications may not be relied upon.

(n) The financial statements of the County (including all notes and schedules thereto) included in Appendix B of the Preliminary Official Statement and to be included in Appendix B of the Official Statement (the “Financial Statements”) present fairly, in all material respects, the financial position of the County at the dates indicated; and the Financial Statements have been prepared in conformity with generally accepted accounting principles, applied on a consistent basis throughout the periods involved. The realised and projected collections of Hospitality Taxes and other financial data included in the Preliminary Official Statement and the

Official Statement present fairly, in all material respects, the information shown therein as at the respective dates and for the respective periods specified and have been prepared on a basis consistent with the Financial Statements set forth in the Preliminary Official Statement and the Official Statement in accordance with generally accepted accounting principles consistently applied.

(o) Subsequent to the dates of the Financial Statements, there has been no material adverse change in the financial position or results of operations of the County or the Hospitality Tax collections.

(p) No order preventing the use of the Preliminary Official Statement has been issued by the SEC or the securities commissioner (or similar official) of any state or other jurisdiction.

(q) No part of the obligation evidenced by the Lease is payable from payments to be made in respect of property or money which is or will be used, under a lease, sale, or loan arrangement, by or for an industrial or commercial enterprise.

(r) The Hospitality Taxes have not been pledged as security for any obligations of the County other than as described in the Official Statement.

6. Representations and Warranties by the Corporation. The Corporation hereby represents and warrants to the Underwriter that:

(a) The Corporation is a nonprofit corporation, duly incorporated and validly existing under the laws of the State of South Carolina.

(b) The Corporation is authorized by the laws of the State of South Carolina to issue and sell the Series 2014 Certificates to the Underwriter as provided herein, to execute, deliver, and perform and consummate all other transactions contemplated by the Trust Agreement, the Ground Lease, the Lease, this Certificate Purchase Agreement, and any other agreements or documents as may be required to be executed, delivered, and received by the Corporation in order to carry out, give effect to, and consummate the transactions contemplated hereby (collectively, the "Corporation Documents"), the Official Statement, and the Series 2014 Certificates.

(c) The Preliminary Official Statement (except for the information permitted to be omitted therefrom pursuant to the Rule) does not as of the date hereof, and the Official Statement will not as of the Closing Date, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein not misleading; provided however, that this representation and warranty shall not apply to the information contained therein regarding DTC or the Book-Entry System, the information in the section entitled "MISCELLANEOUS – Underwriting," and the statement of the Underwriter contained in the fourth paragraph of the inside front cover of the Preliminary Official Statement and the Official Statement.

(d) The Corporation shall have prior to or simultaneously with the Closing duly authorised all necessary action to be taken by it for: (i) the issuance and sale of the Series 2014 Certificates upon the terms set forth herein, in the Trust Agreement, and in the Official Statement; (ii) the approval of the Official Statement and the signing of the Official Statement by a duly authorised officer; and (iii) the execution and delivery of the Corporation Documents and any other agreements and documents as may be required to be executed, delivered, and received by the Corporation in order to carry out, give effect to, and consummate the transactions contemplated hereby and by the Official Statement.

(e) The Corporation will apply the proceeds from the sale of the Series 2014 Certificates as described in the Official Statement.

(f) The Corporation Documents constitute the legal, valid, and binding obligations of the Corporation enforceable in accordance with their terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganisation, moratorium, or similar laws affecting creditors' rights generally and general principles of equity.

(g) The Series 2014 Certificates, when issued, delivered, and paid for as herein provided, will have been duly authorised, executed, issued, and delivered and will constitute special obligations of the Corporation, enforceable in accordance with their terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganisation, moratorium, or similar laws affecting creditor's rights generally and general principles of equity, and entitled to the benefits and security of the Trust Agreement.

(h) The Series 2014 Certificates and the Corporation Documents conform and, in the case of the Official Statement, will conform, in all material respects to the descriptions thereof contained in the Preliminary Official Statement and the Official Statement.

(i) The Corporation has obtained or made all approvals, authorisations, consents, or order of or filings with any governmental or regulatory commission, board, body, authority, or agency required in connexion with the consummation by the Corporation of the transactions as contemplated hereby other than any necessary qualification under the securities or "blue sky" laws of any state or other jurisdiction.

(j) The Corporation (x) is not in default in any material respect, and no event has occurred which, with notice or lapse of time or both, would constitute such a default, in the due performance or observance of any term, covenant, or condition contained in any material indenture, resolution, mortgage, loan agreement, or other agreement or instrument to which it is a party or by which it is bound or to which any of its properties or assets is subject, and (y) to the best of its knowledge, the Corporation is not in violation in any material respect of any law, ordinance, governmental rule, regulation, or court decree to which it or its property or assets may be subject and has not failed to obtain any material license, permit, certificate, franchise, or other governmental authorisation or permit necessary to the performance of its obligations hereunder or under the other Corporation Documents, except for any such default, violation, or failure that would not reasonably be expected to result in a Material Adverse Effect.

(k) Except as disclosed in the Preliminary Official Statement, there are no actions, suits, claims, investigations, or proceedings pending or, to the knowledge of the Corporation, threatened to which the Corporation or any of its officers is a party, at law or in equity or before or by any court, public board, agency, or body which would reasonably be expected to result in a Material Adverse Effect or prevent the consummation of the transactions contemplated hereby.

(l) The execution, delivery, and performance (as applicable) by the Corporation of the Corporation Documents the Official Statement, the issuance of the Series 2014 Certificates, and the other documents contemplated hereby and by the Official Statement, and consummation of the transactions contemplated hereby and thereby will not conflict with, or result in any breach of or constitute a default under (nor constitute any event which with notice, lapse of time, or both, would result in any breach of, or constitute a default under), any existing law, court or administrative regulation, decree, or order, or any license, indenture, mortgage, bond, note, other evidence of indebtedness, or any lease, contract, or other agreement to which the Corporation is a party or by which it or its properties is or, on the Closing Date, will be bound, except for any such conflict, breach, or default which would not reasonably be expected to result in a Material Adverse Effect.

(m) There are no actions, suits, claims, investigations, or proceedings pending or, to the knowledge of the Corporation, threatened to which the Corporation or any of its officers is a party, at law or in equity or before or by any court, public board, agency, or body which would reasonably be expected to result in a Material Adverse Effect or prevent the enforcement of the Corporation Documents or the consummation of the transactions contemplated hereby, or, to the knowledge of the Corporation, which in any way questions the tax-exempt status of the Series 2014 Certificates or the exclusion from gross income of the recipients thereof of the interest component on the Series 2014 Certificates for federal income tax purposes, or in any other way questions the status of the Series 2014 Certificates under federal or State tax laws or regulations.

(n) No order preventing the use of the Preliminary Official Statement has been issued by the SEC or the securities commissioner (or similar official) of any state or other jurisdiction.

(o) No part of the obligation evidenced by the Series 2014 Certificates is payable from payments to be made in respect of property or money which is or will be used, under a lease, sale, or loan arrangement, by or for an industrial or commercial enterprise.

7. Amendments to Official Statement. (a) The County and the Corporation agree with the Underwriter that if, between the date of this Certificate Purchase Agreement and the Termination of the Disclosure Period (hereinafter defined), it comes to the attention of either the County or the Corporation that an event shall have occurred which might or would cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the County and the Corporation shall notify the Underwriter thereof. In such event, the County and the Corporation will promptly prepare an amendment or supplement to the Official Statement which will correct

such statement or omission, and deliver such amendments or supplements to the Underwriter in such quantity as may be necessary to permit compliance with the requirements of the Rule and the rules of the MSRB.

(b) For purposes of this Certificate Purchase Agreement:

(i) The “Termination of the Disclosure Period” shall mean the later of (1) the earlier of (x) the ninetieth day following the End of the Underwriting Period (as defined in subparagraph (ii) below) and (y) the time when the Official Statement is available to any person from a nationally recognised municipal securities information repository, and (2) the twenty-fifth day following the End of the Underwriting Period; and

(ii) The “End of the Underwriting Period” shall mean the earlier of (1) the Closing Date, unless the County and the Corporation have been notified in writing by the Underwriter on or prior to the Closing Date that the “End of the Underwriting Period” for purposes of the Rule will not occur on the Closing Date and (2) the date on which notice is given to the County and the Corporation by the Underwriter in accordance with the following sentence. In the event that the Underwriter has given notice to the County and the Corporation pursuant to clause (1) of this subparagraph (ii) that the “End of the Underwriting Period” will not occur on the Closing Date, the Underwriter agrees to notify the County and the Corporation in writing as soon as practicable of the “End of the Underwriting Period” for purposes of the Rule.

8. Closing. (a) Payment of the purchase price for, and delivery of the certificates for, the Series 2014 Certificates shall be made at the offices of Haynsworth Sinkler Boyd, P.A., Greenville, South Carolina (the “Closing Location”) at 10:00 a.m., prevailing Eastern Time, on \_\_\_\_\_, 2014, or at such other time, date, or place as shall have been agreed upon by the County and the Underwriter (such time and date of delivery and payment are called the “Closing Date”); provided, however, that the Series 2014 Certificates will be physically delivered to DTC in New York, New York, or, at the direction of DTC, to the Trustee under the terms of a “FAST” closing. Payment shall be made to the County by wire transfer of federal (same day) funds to the accounts specified by the County against delivery of the Series 2014 Certificates through the facilities of DTC for the account of the Underwriter. Such payment and delivery is herein called the “Closing.” Time shall be of the essence, and delivery at the time and place specified pursuant to this Certificate Purchase Agreement is a further condition to the obligations of the Underwriter hereunder.

(b) The documents to be delivered at Closing by or on behalf of the parties hereto pursuant to Section 9(c) hereof will be delivered at the Closing Location on the Closing Date.

(c) The County will cause the certificates representing the Series 2014 Certificates to be made available for checking by the Underwriter and Howell Linkous & Nettles, LLC (“Counsel to the Underwriter”) at the Closing Location on the business day immediately preceding the Closing Date.

9. Conditions of the Underwriter’s Obligations. The obligation of the Underwriter to purchase the Series 2014 Certificates at the Closing is subject in its discretion to the accuracy

of and compliance in all material respects with the representations and warranties of the County and the Corporation herein contained as of the Closing Date, to the performance by the County and the Corporation of their respective obligations hereunder, and to the following conditions:

(a) The Underwriter shall have the right to cancel its obligation to purchase the Series 2014 Certificates if between the date hereof and the Closing:

(i) legislation shall be enacted or recommended to the Congress for passage by the President of the United States of America, or favourably reported for passage to either House of the United States Congress by any committee of such House to which legislation has been referred for consideration, or a tentative decision with respect to legislation shall be reached by a committee of either House of Congress, or a committee of either House of Congress shall have pending before it legislation (other than any legislation known as of the date hereof to be pending or to have been introduced), or a decision by a court of the United States or the United States Tax Court shall be rendered, or a ruling, regulation, or official statement by or on behalf of the Treasury Department of the United States, the Internal Revenue Service, or other governmental agency shall be made or proposed to be made with respect to federal taxation upon revenues or other income of the general character of the Hospitality Taxes, or upon interest on obligations of the general character of the Series 2014 Certificates or by any similar body, or other action or events shall have transpired which may have the purpose or effect, directly or indirectly, of changing the federal income tax consequences of interest on the Series 2014 Certificates, materially adversely affecting the market price of the Series 2014 Certificates, or the market price generally of obligations of the general character of the Series 2014 Certificates; or

(ii) there shall exist any event which in the Underwriter's reasonable judgment either (A) makes untrue or incorrect in any material respect any statement or information contained in the Official Statement or (B) is not reflected in the Official Statement but should be reflected therein in order to make the statements and information contained therein not misleading in any material respect; or

(iii) the marketability of the Series 2014 Certificates or the market price thereof, in the opinion of the Underwriter, has been materially and adversely affected by disruptive events, occurrences or conditions in the securities or debt markets; or

(iv) there shall be in force a general suspension of trading on the New York Stock Exchange; or

(v) a general banking moratorium shall be declared by either federal, South Carolina, or New York authorities; or

(vi) legislation shall be enacted or any action shall be taken by the SEC or any other governmental agency having jurisdiction of the subject matter shall be issued or made to the effect that the issuance, offering, or sale of the Series 2014 Certificates, including all underlying obligations, or of obligations of the general character of the

Series 2014 Certificates as contemplated hereby, is in violation or would be in violation of any provision of the federal securities laws, the Securities Act of 1933, as amended and as then in effect, or the Trust Indenture Act of 1939, as amended and as then in effect; or

(vii) there shall have occurred or any notice shall have been given of any intended downgrading, suspension, withdrawal or negative change in credit watch status by any national rating service to the Series 2014 Certificates or any of the County's or the Corporation's obligations; or

(viii) additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange.

(b) The Underwriter shall have the right to cancel its obligation to purchase the Series 2014 Certificates if between the date hereof and the Closing there has been any change having a Material Adverse Effect on the Hospitality Taxes since the date hereof.

(c) The Underwriter shall have the right to cancel its obligation to purchase the Series 2014 Certificates if, on the Closing Date, the Underwriter shall not have received the following documents:

(i)(A) One executed original unqualified approving opinion of Special Tax Counsel dated the Closing Date, addressed to the County, with a reliance letter to the Underwriter, in substantially the form of Appendix C to the Official Statement, and (B) one executed original supplemental opinion of Special Tax Counsel dated the Closing Date to the effect that (1) this Certificate Purchase Agreement has been duly authorized, executed, and delivered by the County and the Corporation and is enforceable in accordance with its terms, except as to enforcement of remedies which may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws affecting creditors' rights generally and general principles of equity (from time to time in effect) (provided that no opinion need be expressed as to the enforceability against the County or the Corporation of the indemnification provisions hereof); (2) the Official Statement has been duly authorized, approved, and delivered by the County and the Corporation; (3) they have considered the information contained in the Official Statement under the headings entitled: "INTRODUCTION" (other than the third paragraph thereof), "THE SERIES 2014 CERTIFICATES," "SECURITY FOR THE SERIES 2014 CERTIFICATES," and "Appendix E - Summary of Documents" and based upon their review, are of the opinion that the statements or summaries of the Trust Agreement under such headings (excepting the information relating to DTC, the Book-Entry System, set forth within such headings, as to which they need not express any opinion or belief) are, to the extent indicated therein, accurate statements or summaries thereof, and the information set forth in the Official Statement under the heading "LEGAL MATTERS-Tax Matters" are true and correct in all material respects, and without having undertaken to determine independently the accuracy or completeness or to verify the information contained in the Official Statement, other than

the statements and information referred to above, no facts have come to their attention that would lead them to believe that the Official Statement (other than the information relating to DTC and the Book-Entry System, the information in the section entitled “MISCELLANEOUS – Underwriting,” and the statement of the Underwriter contained in the fourth paragraph of the inside front cover of the Official Statement, the information set forth in Appendices A, B, and F, and the financial statements and other financial and statistical information and data contained in the Official Statement, as to which they need not express any opinion or belief) contains an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein made in light of the circumstances under which they were made, not misleading; and (4) the Series 2014 Certificates are exempt from registration under the Securities Act of 1933, as amended, and no indenture need be qualified with respect to the Series 2014 Certificates under the Trust Indenture Act of 1939, as amended.

(ii) One executed original certificate of the County which contains the following information, dated the Closing Date signed by an official of the County, in a form satisfactory to the Underwriter and Counsel to the Underwriter (A) to the effect that the representations and warranties of the County herein are true and correct in all material respects as of the Closing Date; and (B) attesting that the information with respect to the County and the Hospitality Tax contained in the Official Statement has not changed in any material respects since the date of the Preliminary Official Statement and on the Closing Date does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein not misleading.

(iii) One executed original certificate of the Corporation which contains the following information, dated the Closing Date signed by an official of the Corporation, in a form satisfactory to the Underwriter and Counsel to the Underwriter (A) to the effect that the representations and warranties of the Corporation herein are true and correct in all respects as of the Closing Date; and (B) attesting that the information with respect to the Corporation contained in the Official Statement has not changed since the date of the Preliminary Official Statement and on the Closing Date does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein not misleading.

(iv) One executed original opinion of Counsel to the Underwriter in a form satisfactory to the Underwriter.

(v) A specimen of the Series 2014 Certificates.

(vi) One executed original opinion of Mark W. Tollison, Esquire, County Attorney, addressed to the County and the Underwriters, dated the Closing Date in substantially the form attached hereto as Exhibit\_\_.

(vii) One executed original opinion of Haynsworth Sinkler Boyd, P.A., Counsel

to the Corporation, addressed to the Corporation and the Underwriters, dated the Closing Date in substantially the form attached hereto as Exhibit \_\_\_\_.

(viii) Evidence satisfactory to the Underwriter that the Series 2014 Certificates have been rated “\_\_\_\_” by Moody’s Investors Service (“Moody’s”), “\_\_\_\_” by Standard & Poor’s Rating Services, a Standard & Poor’s Financial Services LLC business (“S&P”), and “\_\_\_\_” by Fitch Ratings (“Fitch”).

(ix) One executed original of the Second Supplement to Lease Agreement, the Second Supplement to Corporation Ground Lease, and the Second Supplement to Trust Agreement.

(x) A copy of the Official Statement executed on behalf of the County and the Corporation by duly authorised officials thereof.

(xi) One executed original copy of the Continuing Disclosure Undertaking.

(xii) One executed original consent by Elliott Davis LLC, to the inclusion of their opinion on the County’s Financial Statements dated \_\_\_\_\_, 2013, as an Appendix to the Preliminary Official Statement and the Official Statement, and reference to them therein as certified public accountants for the County.

(xiii) Copies of such other certificates of the County or the Corporation or information of the County or the Corporation contained in certificates listed in the Closing Memorandum to be approved by counsel to the County, Special Tax Counsel, and Counsel to the Underwriter; and such additional opinions as the Counsel to the Underwriter or Special Tax Counsel may reasonably request to evidence (A) compliance by the County and the Corporation with legal requirements, (B) the truth and accuracy, as of the time of Closing, of the respective representations of the County and the Corporation contained herein, and (C) the due performance or satisfaction by the County and the Corporation at or prior to such time, of all agreements then to be performed and of all conditions then to be satisfied by the County and the Corporation.

If either the County or the Corporation shall be unable to satisfy the conditions or the obligations contained in this Certificate Purchase Agreement, or if the obligation of the Underwriter to purchase and accept delivery of the Series 2014 Certificates shall be terminated for any reason permitted by this Certificate Purchase Agreement, this Certificate Purchase Agreement shall terminate and neither the Underwriter, the County, nor the Corporation shall be under further obligation hereunder; except that the respective obligations to pay expenses to the extent applicable, as provided in Section 13 hereof, shall continue in full force and effect.

The delivery of any certificate that is required to be delivered in accordance with this Certificate Purchase Agreement shall be deemed to have been made if the terms of that certificate are included to the satisfaction of the Underwriter within any one certificate or any number of other certificates delivered or caused to be delivered by the party responsible for delivery.

10. Receipt for the Series 2014 Certificates. At the Closing, contemporaneously with the receipt of the Series 2014 Certificates, the Underwriter will deliver to the County a receipt therefor, in form satisfactory to Special Tax Counsel, signed by the Underwriter.

11. Conditions of the County's and Corporation's Obligations. The obligations of the County and the Corporation hereunder are subject to the performance by the Underwriter of its obligations hereunder.

12. Survival of Indemnities, Representations, and Warranties. The respective representations, warranties, indemnities, and agreements of the County, the Corporation, and the Underwriter hereunder will remain operative and in full force and effect, regardless of any investigations made by or on behalf of the County, the Corporation, or the Underwriter and will survive delivery of and payment for the Series 2014 Certificates.

13. Expenses. (a) If the Series 2014 Certificates are sold to the Underwriter by the County, the County shall pay any expenses incident to the performance of its obligations hereunder including but not limited to: (i) the costs of the preparation of the Preliminary Official Statement and Official Statement, including the costs of all proofs and production of final proof, together with the number of copies which the Underwriter deems reasonable and the costs of delivery of the Preliminary Official Statement and final Official Statement; (ii) the costs of the preparation and delivery of the Series 2014 Certificates in fully-registered form; (iii) the fees and disbursements of Special Tax Counsel, Counsel to the Underwriter, and any other experts or consultants retained by the County or the Corporation, including the County's counsel, the Corporation's counsel, independent accountants, and the charges of Moody's/S&P/Fitch; and (iv) fees and costs of the Trustee.

(b) The Underwriter shall pay (i) all advertising expenses in connexion with the public offering of the Series 2014 Certificates; (ii) all other expenses incurred by it in connexion with its public offering and distribution of the Series 2014 Certificates; and (iii) the cost of preparing and printing the blue sky and legal investment memoranda.

14. Agreements of the County and the Corporation. The County and the Corporation agree:

(a) To advise the Underwriter immediately of receipt by the County or the Corporation of any notification with respect to the issuance by the SEC or any other securities commissioner (or similar official) of any state or other jurisdiction of a stop order preventing or suspending the use of the Official Statement, of the suspension of the qualification of the Series 2014 Certificates for offering or sale in any jurisdiction, or of the initiation or threat of any proceeding for that purpose; and in the event of the issuance of any stop order or of any order

preventing or suspending the use of the Official Statement, or suspending any such qualification, promptly to use its best reasonable efforts to obtain the prompt withdrawal of such order.

(b) To cooperate with the Underwriter, including furnishing all information, executing all instruments, and taking all other action in cooperation with the Underwriter as may be required, to qualify the Series 2014 Certificates for offering and sale under the “blue sky” or other laws of all jurisdictions as the Underwriter may designate; provided that neither the County nor the Corporation shall be obligated to take any action that would subject either to the general service of process in any jurisdiction where they are not now subject or to execute any consent to service of process or to comply with any other requirement deemed by the County or the Corporation to be unduly burdensome.

(c) To furnish to the Underwriter, during the term of the Series 2014 Certificates, copies of each annual audit report of each annual audit report of the County when available.

(d) Not to execute or issue any bonds, notes, certificates, or other instruments or incur any other obligations for borrowed money payable from, or secured by a pledge of, Base Rent payable under the Lease (except as otherwise permitted under the terms of the Trust Agreement) or secured by a pledge of Hospitality Taxes, other than as described in the Official Statement.

15. Notices. Any notice or other communication to be given to either the County or the Corporation under this Certificate Purchase Agreement may be given by delivering the same in writing at the respective address set forth above, and any notice or other communication to be given to the Underwriter under this Certificate Purchase Agreement may be given by delivering the same in writing to: Raymond James & Associates, Inc., Two Buckhead Plaza, 3050 Peachtree Road, N.W., Suite 702, Atlanta, Georgia 30305, Attention: David H. Gray.

16. Parties in Interest. (a) This Certificate Purchase Agreement is made solely for the benefit of the County, the Corporation, and the Underwriter (including any successors or assigns of the Underwriter) and no other person shall acquire or have any right hereunder or by virtue hereof, except that the representations, warranties, and agreements of the County and the Corporation contained in this Certificate Purchase Agreement shall also be deemed to be for the benefit of the person or persons, if any, who control the Underwriter within the meaning of Section 15 of the Securities Act of 1933 or Section 20 of the Securities Exchange Act of 1934. Nothing in this Certificate Purchase Agreement is intended or shall be construed to give any person, other than the persons referred to in this paragraph, any legal or equitable right, remedy, or claim under or in respect of this Certificate Purchase Agreement or any provision contained herein.

(b) The term “successor” as used in this Certificate Purchase Agreement shall not include any purchaser, as such purchaser, of any Series 2014 Certificates from the Underwriter or any subsequent Holder or Owners thereof.

17. Arm-Lengths Transaction; Underwriter Not the Agent or Financial Advisor of the County or Corporation: The County and the Corporation acknowledge and agree that (i) the purchase and sale of the Series 2014 Certificates pursuant to this Certificate Purchase Agreement

is an arm's-length commercial transaction between the County and the Corporation and the Underwriter; (ii) in connection with such transaction, including the process leading thereto, the Underwriter is acting solely as a principal and not as an agent or a fiduciary of the County or the Corporation; (iii) the Underwriter has neither assumed an advisory or fiduciary responsibility in favor of the County or the Corporation with respect to the offering of the Series 2014 Certificates or the process leading thereto (whether or not the Underwriter, or any affiliate of the Underwriter, has advised or is currently advising the County or the Corporation on other matters) nor has it assumed any other obligation to the County or the Corporation except the obligations expressly set forth in this Certificate Purchase Agreement, (iv) the Underwriter has financial and other interests that differ from those of the County and the Corporation; and (v) the County and the Corporation have consulted with their own legal and financial advisors to the extent they deemed appropriate in connection with the offering of the Series 2014 Certificates.

Any review by the Underwriter of the affairs of the County and the Corporation, the transactions contemplated hereby, or other matters relating to such transactions have been and will be performed solely for the benefit of the Underwriter and shall not be on behalf of the County or the Corporation. The County and the Corporation agree that they will not claim that the Underwriter has rendered advisory services of any nature or respect, or owes a fiduciary duty to the County, the Corporation, or any other person in connexion with any such transaction or the process leading thereto.

18. Governing Law. This Certificate Purchase Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

19. Execution in Counterparts. This Certificate Purchase Agreement may be executed in counterparts and such counterparts shall constitute one and the same instrument.

20. No Personal Liability. Neither members of the County Council, nor any officer, agent, or employee thereof, nor any director, officer, agent or employee of the Corporation shall be charged personally by the Underwriter with any liability, or held liable to the Underwriter under any term or provision of this Certificate Purchase Agreement or because of its execution or contemplated execution, or because of any breach or attempted or alleged breach thereof.

21. Indemnification. The County and Corporation, jointly and severally, agree, but only to the extent permitted by law, to indemnify and hold harmless the Underwriter and its employees, agents, and counsel, including Special Tax Counsel, as follows:

(i) against any and all loss, claim, damage, or expense whatsoever arising out of any untrue statement or alleged untrue statement of a material fact contained in the Official Statement (other than information contained therein regarding DTC, the information in the section entitled "MISCELLANEOUS – Underwriting," and the statement of the Underwriter contained in the fourth paragraph of the inside front cover of the Official Statement), or the omission or alleged omission therefrom of a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(ii) against any and all loss, liability, claim, damage, and expense whatsoever to the extent of the aggregate amount paid in settlement of any litigation, investigation, or proceeding by any governmental agency or body, commenced, or threatened, or of any claim whatsoever based upon any such untrue statement or omissions, or any such alleged untrue statement or omission, if such settlement is effected with the written consent of either the County or the Corporation; and

(iii) against any and all expense whatsoever (including the reasonable fees and disbursements of counsel chosen by the Underwriter, subject to the limitation set forth below) reasonably incurred in investigating, preparing, or defending against any litigation or investigation or proceeding by any governmental agency or body, commenced or threatened, or any claim whatsoever based upon any such untrue statement or omission, or any such alleged untrue statement or omission, to the extent that any such expense is not paid under (i) and (ii) above.

The Underwriter agrees to indemnify and hold harmless the County and the Corporation against any and all loss, liability, claim, damage, and expense with respect to untrue statements or omissions, or alleged untrue statements or omissions, made in the Official Statement in the section of the Official Statement entitled “MISCELLANEOUS – Underwriting” and in the fourth paragraph of the inside front cover of the Official Statement. The Underwriter agrees to indemnify and hold harmless the County, the Corporation, and any of their officials, officers, or employees, from and against any and all losses, claims, damages, or liabilities (or actions in respect thereof) arising out of or based upon the Underwriter’s failure or alleged failure to send or give a copy of the Official Statement as then supplemented or amended to any person at or prior to the written confirmation of the sale of the Series 2014 Certificates.

Each indemnified party shall give prompt notice to each indemnifying party of any action commenced against it in respect of which indemnity may be sought hereunder, but failure to so notify an indemnifying party shall not relieve it from any liability which it may have otherwise than on account of this indemnity agreement. An indemnified party may participate at its own expense in the defense of such action. In no event shall the indemnifying parties be liable for the fees and expenses of more than one counsel for all indemnified parties in connexion with any one action or separate but similar or related actions in the same jurisdiction arising out of the same general allegations or circumstances.

To the extent permitted by law, the indemnity provided in this Section will be in addition to any other liability that the indemnifying party may otherwise have hereunder, at common law or otherwise, and is provided solely for the benefit of the indemnified party and its successors, assigns, and legal representatives, and no other person will acquire or have any right under or by virtue of such provisions of this Certificate Purchase Agreement.

Very truly yours,

RAYMOND JAMES & ASSOCIATES, INC.

By: \_\_\_\_\_  
Its:

Accepted and Agreed to as  
of the date first above  
written.

GREENVILLE COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Name:  
Its: Chairman

By: \_\_\_\_\_  
Name:  
Its: County Administrator

GREENVILLE COUNTY TOURISM PUBLIC FACILITIES CORPORATION

By: \_\_\_\_\_  
Name:  
Its: President

**SCHEDULE 1**

**Term Series 2014 Certificates**

\$ \_\_\_\_\_ % Series \_\_\_\_\_ Term Series 2014 Certificate due \_\_\_\_\_, \_\_\_\_\_ to Yield  
\_\_\_\_\_ % (Price \_\_\_\_\_ %)

**Serial Series 2014 Certificates**

**Maturity**      **Principal Amount**      **Coupon**      **Yield**      **Price**

**Optional Redemption**

**SCHEDULE 1**  
**(Continued)**

**Mandatory Sinking Fund Redemptions**

The Series 2014 Certificates maturing on \_\_\_\_\_, \_\_\_\_\_ are subject to mandatory redemption and payment prior to maturity in part, on \_\_\_\_\_ in the years and amounts set forth below at a redemption price equal to the principal amount thereof plus accrued and unpaid interest to the redemption date, without premium:

<u>Year</u>	<u>Principal Amount</u>
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\_\_\_\_\_  
\* Maturity