

ORDINANCE NO. _____

AUTHORIZING GREENVILLE COUNTY, SOUTH CAROLINA, TO EXECUTE DOCUMENTS INCLUDING A SECOND SUPPLEMENT TO LEASE AGREEMENT BY AND BETWEEN GREENVILLE COUNTY, SOUTH CAROLINA AND UNIVERSITY CENTER PUBLIC FACILITIES CORPORATION; CONSENTING TO THE ISSUANCE OF REFUNDING CERTIFICATES OF PARTICIPATION IN THE SECOND SUPPLEMENT TO LEASE AGREEMENT IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT EXCEEDING \$5,500,000; APPROVING THE FORM OF A SECOND SUPPLEMENT TO TRUST AGREEMENT BETWEEN UNIVERSITY CENTER PUBLIC FACILITIES CORPORATION AND THE TRUSTEE NAMED THEREUNDER; AND OTHER MATTERS RELATING THERETO.

BE IT ORDAINED BY THE COUNTY COUNCIL OF GREENVILLE COUNTY, SOUTH CAROLINA, AS FOLLOWS:

Section 1. Findings and Determinations. Greenville County, South Carolina (the “*County*”) hereby finds and determines:

(a) The County, a body corporate and politic and a political subdivision of the State of South Carolina (the “*State*”), is authorized under the provisions of Section 4-9-30 of the Code of Laws of South Carolina 1976, as amended, to enter into the transactions set forth below.

(b) The Greenville County Commission for Technical Education, now known as the Greenville Technical College Area Commission, (the “*Commission*”) entered into a Ground Lease Agreement dated as of July 1, 1999, as amended by a First Amendment to Ground Lease dated March 30, 2012 (collectively, the “*Ground Lease*”), with the University Center Public Facilities Corporation, a nonprofit corporation incorporated and existing under the laws of the State (the “*Corporation*”) whereby the Corporation leased from the Commission the land described in Exhibit A to the Ground Lease hereinafter defined.

(c) Pursuant to the terms of a Lease Agreement dated as of July 1, 1999, between the County and the Corporation (the “*Original Lease*”), the Corporation acquired, constructed and installed certain improvements described in Exhibit A to the Original Lease (the “*1999 Project*”) and defrayed the cost of the acquisition, construction and installation thereof through the execution and delivery of \$10,385,000 University Center Public Facilities Corporation Certificates of Participation (University Center Project), Series 1999A (the “*Series 1999A Certificates*”) and \$5,835,000 University Center Public Facilities Corporation Certificates of Participation (University Center Project), Taxable Series 1999B (the “*Series 1999B Certificates*”) and together with the Series 1999A Certificates, the “*Series 1999 Certificates*”), evidencing the undivided proportionate interests of the holders thereof in the rights of the Corporation to receive payments under the Original Lease.

(d) The County entered into a Sublease Agreement dated as of July 1, 1999 with the Commission, as amended by a First Amendment to Sublease Agreement dated March 30, 2012, in which the Commission leased the Facilities from the County.

(e) On February 23, 2005, the County and the Corporation advance refunded a portion of the Series 1999 Certificates by issuing \$11,740,000 original principal amount University Center Public Facilities Corporation Refunding Certificates of Participation (University Center Project), Series 2005 (the “*Series 2005 Certificates*”).

(f) Pursuant to the terms of the Original Lease, as supplemented by a First Supplement to Lease Agreement dated as of February 1, 2005 (the “**First Supplement to Lease**”), as amended by a First Amendment to Lease Agreement dated as of March 30, 2012 (the “**First Amendment to Lease**”), as supplemented by a Second Supplement to Lease Agreement (the “**Second Supplement to Lease**” and together with the Original Lease, the First Supplement to Lease and the First Amendment to Lease, the “**Lease Agreement**”), the Corporation will continue to lease the Facilities (as defined in the Original Lease) to the County.

(g) Pursuant to the terms of a Trust Agreement (the “**Original Trust Agreement**”) dated as of July 1, 1999 between the Corporation and U.S. Bank National Association, as successor in trust to Wachovia Bank, National Association, formerly known as First Union National Bank (the “Trustee”), as supplemented by the First Supplement to Trust Agreement dated as of February 1, 2005 between the Trustee and the Corporation (the “**First Supplement to Trust Agreement**”), as amended by the First Amendment to Trust Agreement dated March 30, 2012 (the “**First Amendment to Trust Agreement**”), as supplemented by the Second Supplement to Trust Agreement (the “**Second Supplement to Trust Agreement**” and, together with the Original Trust Agreement, the First Supplement to Trust Agreement, and the First Amendment to Trust Agreement, the “**Trust Agreement**”), the Corporation will assign to the Trustee certain of its right, title and interest in, to and under the Lease Agreement, except the rights of the Corporation to receive indemnity against claims and payment of its fees and expenses.

(h) The Series 2005 Certificates are currently outstanding in the principal amount of \$5,890,000 maturing on April 1 of 2015 to 2019, inclusive, and bearing interest at rates per annum ranging from 3.75% to 5.00%. The Series 2005 Certificates maturing on April 1 of 2016 to 2019, inclusive, in the principal amount of \$4,815,000 (the “**Refunded Certificates**”) are subject to redemption at the option of the County in whole or in part beginning April 1, 2015 at the redemption price of par, plus accrued interest to the redemption date.

(i) The Corporation intends to current refund the Refunded Certificates, including necessary expenses incidental to the financing thereof, through the issuance of a Certificate of Participation, in the aggregate principal amount of not exceeding \$5,500,000 (subject to adjustment as set forth herein), dated the date of delivery, to be designated the year in which the certificate is delivered (the “**Certificate**”) representing proportionate undivided interests in rights to receive payments under the Lease Agreement pursuant to and more fully described in the Assignment Agreement between the Corporation and the Trustee.

(j) The Certificate will be sold as either a federally tax-exempt or federally taxable certificate of participation to either (i) an investment banking firm selected by the County Administrator as a public offering or (ii) a financial institution selected by the County Administrator as a private placement, all upon advice of the County’s Financial Advisor.

Section 2. Approval of the Second Supplement to Lease. The terms and provisions of the Second Supplement to Lease in such form as determined by the County Administrator upon the advice of the County Attorney are hereby approved. The Chairman and the County Administrator are each hereby authorized and directed to execute and deliver the Second Supplement to Lease Agreement in such final form as may be approved by the Chairman of the County Council (the “**Council**”) and the County Administrator, with the advice of counsel, such execution being conclusive evidence of such approval; and the Clerk to the County Council is hereby authorized and directed to attest the same, and thereupon to cause the Second Supplement to Lease to be delivered to the Corporation and to cause the Second Supplement to Lease (or memoranda thereof) to be recorded in the office of the Register of Deeds for the County. Any amendment to the Second Supplement to Lease shall be executed in the same manner.

Section 3. Approval of the Second Supplement to Trust Agreement. The terms and provisions of the Second Supplement to Trust Agreement in such form as determined by the County Administrator upon the advice of the County Attorney are hereby approved. The County Administrator is authorized to approve any and all changes or revisions therein upon the advice of the County Attorney and the County's Financial Advisor. The County approves of the issuance of the Certificate thereunder.

Section 4. Award of the Certificate. The Council hereby authorizes the County Administrator to award and sell the Certificate either to an investment banking firm as a public offering or to a financial institution as a private placement upon advice of the County's Financial Advisor. The Council authorizes and directs the Chairman of Council and the County Administrator to accept and execute the appropriate certificate purchase agreement or commitment letter, as the case may be, in order to document the sale of the Certificate upon advice of the County Attorney and the County's Financial Advisor, their execution being conclusive evidence of such approval, and deliver it to the purchaser of the Certificate. The County Administrator is hereby authorized to accept an offer to purchase the Certificate, provided the net interest rate does not exceed 5.0% per annum, the aggregate principal amount of the Certificate does not exceed \$5,500,000, and the final maturity of the Certificate is not later than April 1, 2020.

Section 5. Official Statement. If the Certificate is sold pursuant to a public sale, the form of the Preliminary Official Statement pertaining to the sale of the Certificate by an investment banking firm, and the distribution of the same, must be approved by the County Administrator. The County Administrator is hereby authorized to execute a certificate deeming the Preliminary Official Statement "final" for purposes of S.E.C. Rule 15c2-12 under the Securities and Exchange Act of 1934, as amended. The County Administrator is hereby authorized to approve the form of the final Official Statement pertaining to the sale of the Certificate by an investment banking firm and is further authorized and directed to execute copies of the Official Statement and deliver them to the investment banking firm, which execution and delivery shall be conclusive evidence of the approval of any modifications.

Section 6. Trustee, Registrar and Paying Agent. The County hereby consents to the appointment of U.S. Bank National Association as Trustee, Registrar and Paying Agent under the terms and conditions provided in the Trust Agreement.

Section 7. Authorization. The Chairman of Council, the County Administrator, the Deputy County Administrator, the Finance Director, the Clerk to Council and the County Attorney, for and on behalf of the County, are fully empowered and authorized, acting jointly or individually, to take such further action and to execute and deliver such additional agreements, documents and certificates, including a continuing disclosure undertaking and accepting a municipal bond insurance policy commitment and/or a surety bond commitment from a bond insurer, as may be reasonably requested by the Corporation to effect the delivery of the Second Supplement to Lease in accordance with the terms and conditions herein set forth, and the transactions contemplated hereby and thereby, and the action of such officers in executing and delivering any of such documents, in such form as the Chairman of Council and the County Administrator shall approve, is hereby fully authorized. The County Administrator is authorized to approve the purchase of bond insurance or a surety bond, provided the purchaser of the Certificate or the County's Financial Advisor provides evidence that a reduction in the interest rate will occur as a result of such bond insurance or surety bond. The consummation of all transactions contemplated by the Lease Agreement and the Trust Agreement are hereby approved.

The Council further authorizes the Chairman of Council and the County Administrator, upon advice of the County's Financial Advisor, to execute and deliver any amendment, modification or

termination of leases or investment agreements related to any of the Certificates or funds related to the Certificates in conjunction with either the defeasance and refunding of the Refunded Certificates or the issuance of the Certificate, which amendment, modification or termination may occur prior to, on, or subsequent to the closing date of the Certificate. The Council further authorizes the Chairman of Council and the County Administrator, upon advice of the County's Financial Advisor, from time to time to execute and deliver (i) any amendment, modification or termination of leases or investment agreements or (ii) any new investment agreements related to any of the Certificates where such amendment, modification or termination or such new investment agreement would be in the County's best interest.

Section 8. Arbitrage Covenant. If the Certificate is issued as a federally tax-exempt certificate of participation, the County agrees and covenants that it will comply with all applicable portions of the Internal Revenue Code of 1986, as amended, as in effect or hereafter amended, including Sections 103 and 141 through 150 thereof, and the regulations of the Treasury Department thereunder, to maintain the exclusion from gross income for federal income tax purposes of the interest components of the Base Rent (as defined in the Lease) under the Lease pursuant to the terms of the Certificate, including without limitation the proper use and expenditure of proceeds of the Certificate, the filing of information reports with the Internal Revenue Service and the rebate of certain arbitrage earnings on such proceeds to the United States Government.

Section 9. Power to Revise the Form of Documents. Notwithstanding any other provision of this Ordinance, the Chairman of Council and the County Administrator, acting jointly or individually, are each hereby authorized (with the advice of the County Attorney) to make or approve such revisions, changes, additions and deletions in the form of the documents referred to in this Ordinance as may be approved by such officer and as the Special Tax Counsel for the Certificate may determine are necessary or convenient to carry out or assist in carrying out the purposes of this Ordinance.

Section 10. Severability. The provisions of this Ordinance are hereby declared to be severable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 11. Repeal of Conflicting Ordinance. All ordinances, resolutions, orders and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval.

DONE in meeting duly assembled, this ____ day of _____, 2014.

GREENVILLE COUNTY, SOUTH CAROLINA

Chairman, County Council
Greenville County, South Carolina

County Administrator
Greenville County, South Carolina

(SEAL)

Attest:

Clerk to County Council
Greenville County, South Carolina

First reading: May 6, 2014
Second reading: _____, 2014
Public hearing: _____, 2014
Third reading: _____, 2014

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

CERTIFICATE OF ORDINANCE

I, the undersigned, Clerk to County Council (the "*Council*") of Greenville County, South Carolina,
DO HEREBY CERTIFY:

That the foregoing constitutes a true, correct and verbatim copy of an Ordinance which was given three readings on three separate days, with an interval of not less than seven days between the second and third readings. The original of this Ordinance is duly entered in the permanent records of minutes of meetings of the Council, in my custody as such Clerk.

That each of said meetings was duly called, and all members of the Council were notified of the same; that a quorum of the membership remained throughout the proceedings incident to the adoption of this Ordinance.

IN WITNESS WHEREOF, I have hereunto set my Hand this ____ day of _____, 2014.

GREENVILLE COUNTY, SOUTH CAROLINA

Clerk to County Council of
Greenville County, South Carolina

First reading: May 6, 2014
Second reading: _____, 2014
Public Hearing: _____, 2014
Third reading: _____, 2014