

AGENDA

GREENE COUNTY LEGISLATIVE BODY

Monday, April 21, 2014

10:00 A.M.

The Greene County Commission will meet at the Greene County Courthouse on Monday, April 21, 2014 beginning at 10:00 a.m. in the Criminal Courtroom (Top Floor) in the Courthouse. Caucus meetings will begin at 9:00 a.m.

Call to Order

- *Pledge to Flag
- *Invocation
- *Roll Call

Public Hearing

- Eddie O'Brien
- Greg Eichelman

Approval of Prior Minutes

Reports

Reports from Solid Waste Dept.
Committee Minutes

Old Business

Election of Notaries

Resolutions

- A. A resolution to budget for Election Commission grant in the amount of \$14,000 for rental of voting machines for the General Fund
- B. A resolution to allocate a contribution of five thousand dollars to each of the fifteen Volunteer Fire Departments serving Greene County, Tennessee
- C. A resolution to amend the 2014 fiscal year General Fund's budget to provide funds totaling \$2,000 from the General Fund's unassigned fund balance to have a feasibility study of the Greene County telephone system to determine if a new voice over IP telephone system would reduce the costs of communication for Greene County
- D. A resolution to budget for a Chronic Disease CDC Grant 1305 in the amount of \$10,000 from the Tennessee Department of Health for the fiscal year ending June 30, 2014
- E. A resolution authorizing the issuance, in one or more series, of general obligation refunding bonds of Greene County, Tennessee, in the aggregate principal amount of not to exceed two million four hundred thousand dollars (\$2,400,000) for the purpose of (A) prepaying the remainder of the County's series B-5-A loan agreement; (B) refunding all or a portion of certain outstanding bonds of the County; making provision for the issuance, sale and payment of said bonds; establishing the terms thereof and the disposition of proceeds therefrom; and providing for the levy of taxes for the payment of principal of, premium, if any, and interest on the bonds
- F. A resolution of the Greene County Legislative Body authorizing a payment of \$500.00 each election year to be paid to each community center building, Ruitan and County Volunteer Fire Department or Rescue Squad or church for upkeep, maintenance and repairs on the building used as voting precinct or facility
- G. A resolution to close Payne Road (First Reading)
- H. A resolution of the governing body of Greene County, Tennessee, authorizing the issuance, sale and payment of six month capital outlay notes, Series 2014 not to exceed \$573,093

Other Business

- Fiscal Strength and Efficient Government Fiscal Confirmation Letter Three Star Program requirements (letter to be read)

Adjournment

CERTIFICATE OF ELECTION OF NOTARIES PUBLIC
 AS A CLERK OF THE COUNTY OF GREENE, TENNESSEE I HEREBY CERTIFY TO
 THE SECRETARY OF STATE THAT THE FOLLOWING WERE ELECTED TO THE OFFICE OF
 NOTARY PUBLIC DURING THE APRIL 21, 2014 MEETING OF THE GOVERNING BODY:

NAME	HOME ADDRESS	HOME PHONE	BUSINESS ADDRESS	BUSINESS PHONE	SURETY
1. BOBBIE JO ALLEN	20 LAKEVIEW STREET GREENEVILLE TN 37743	423-620-2531	124 AUSTIN STREET GREENEVILLE TN 37745	423-787-1458	GLORIA NEELEY SHARON ROLLINS
2. CONNIE ELAINE BROWN	474 OLD KENTUCKY RD S GREENEVILLE TN 37743	423 638 7250	PO BOX 275 GREENEVILLE TN 37744	423 787 0300	RONALD WOODS THOMAS KILDAY
3. ASHLYN B. BYINGTON	610 MAIN STREET MOSHIEM TN 37818	423-620-3704	230 WEST DEPOT STREET GREENEVILLE TN 37743	423-639-6811	
4. KAREN L CRAIG	101 WEST SUMMER STREET GREENEVILLE TN 37743	423-470-3376	101 WEST SUMMER STREET GREENEVILLE TN 37743	423-636-6024	
5. ANGELIA CHRISTINE DAVIS	570 DOYLE DAVIS ROAD GREENEVILLE TN 37743	423-552-0983	102 SOUTH MAIN STREET GREENEVILLE TN 37743	423-638-7000	
6. LYNN GRIFFIN	635 FRIENDSHIP RD. SOUTH GREENEVILLE TN 37745	423-798-0593	816 TUSCULUM BLVD. SUITE 2 GREENEVILLE TN 37745	423-638-0002	
7. DORA CARTER HARMON	50 DOGWOOD ST MOSHIEM TN 37818	422 4146	522 JUSTICE DRIVE GREENEVILLE TN 37745	639 7563	
8. SHANNON L HINKLE	20 HINKLE LANE MIDWAY TN 37809	423-422-7307	67 MT PLEASANT RD GREENEVILLE TN 37743	4236382732	
9. MICHELLE ANN HUFFMAN	114 IDLETIME DRIVE GREENEVILLE TN 37743	423-639-1191	2841 E ANDREW JOHNSON HWY GREENEVILLE TN 37745	423-798-2231	
10. LISA D KYKER	285 CIMARRON TRAIL AFTON TN 37616	423-620-4246			
11. RACHEL ABIGAIL LAWSON	509 TUSCULUM BLVD. GREENEVILLE TN 37745	423-552-1500	1055 WEST ANDREW JOHNSON HIGHW GREENEVILLE TN 37745	423-639-5151	
12. JEANIA RENE A LUTTRELL	100 COTTONWOOD DRIVE GREENEVILLE TN 37745	423-329-5457	4850 E ANDREW JOHNSON HWY GREENEVILLE TN 37745	4237876595	
13. GLADYS MIOZOTIS MAYORGA	1822 MOORE AVE GREENEVILLE TN 37745	423 552 2679			
14. DARBI ANN NEAS	3301 SABLE RD PARROTTSVILLE TN 37843	423 972 3446	223 N MAIN ST GREENEVILLE TN 37745	423 798 0663	RUSSELL W OOTEN BEVERLY
15. SHEILA R OOTEN	314 GOLDENROD LN GREENEVILLE TN 37745	423-639-6278	126 BOHANNON AVENUE GREENEVILLE TN 37745	423-638-8271	RUSSELL MCINTURFF MILLIGAN & BROOKS
16. LORI PARKS	1090 CANEY CREEK LANE GREENEVILLE TN 37743	-	101 WEST SUMMER ST GREENEVILLE TN 37743	423-636-6068	
17. LORA LYNNE REAVES	2048 PIGEON CREEK RD GREENEVILLE TN 37743	423-639-8650	3465 E A J HWY GREENEVILLE TN 37745	4236380420	
18. EMILY SUSANNAH ROGERS	124 MAGNOLIA DRIVE GREENEVILLE TN 37743	423-552-3707	102 SOUTH MAIN STREET GREENEVILLE TN 37743	423-638-7000	
19. TODD ALLEN SHELTON	313 GARLAND DRIVE GREENEVILLE TN 37745	423-638-7000	102 SOUTH MAIN STREET GREENEVILLE TN 37743	423-638-7000	



Janice Fischer
 SIGNATURE

CLERK OF THE COUNTY OF GREENE, TENNESSEE

4-21-14
 DATE

CERTIFICATE OF ELECTION OF NOTARIES PUBLIC

AS A CLERK OF THE COUNTY OF GREENE, TENNESSEE I HEREBY CERTIFY TO
 THE SECRETARY OF STATE THAT THE FOLLOWING WERE ELECTED TO THE OFFICE OF
 NOTARY PUBLIC DURING THE APRIL 21, 2014 MEETING OF THE GOVERNING BODY:

NAME	HOME ADDRESS	HOME PHONE	BUSINESS ADDRESS	BUSINESS PHONE	SURETY
20. JILL SHOWMAN-BANNER	1610 CHUCKEY HWY CHUCKEY TN 37641	423-525-7371	705 PROFESSIONAL PLAZA DR 5B GREENEVILLE TN 37745	423-639-0010	\$10,000.00
21. KEVIN DOUGLAS STANTON	95 DAVY CROCKETT PARK RD LIMESTONE TN 37681	423-329-4249	1055 WEST ANDREW JOHNSON HIGHWAY GREENEVILLE TN 37745	423-639-5151	
22. KEERA ELEASE WEAVER	368 LAWING RD CHUCKEY TN 37641	423-257-2750	7185 E A J HWY STEB CHUCKEY TN 37641	4232574648	



Jessie Tucker
 SIGNATURE

CLERK OF THE COUNTY OF GREENE, TENNESSEE

4-21-14

**RESOLUTION TO BUDGET FOR ELECTION COMMISSION
GRANT IN THE AMOUNT OF \$14,000 FOR RENTAL
OF VOTING MACHINES FOR THE GENERAL FUND**

WHEREAS, the Department of State, Division of Elections, of the State of Tennessee has awarded Greene County a federal through state grant for the provision of certified voting equipment in the amount of \$14,000. The purpose of the grant is to provide rentals of certified voting equipment for the upcoming elections; and

THEREFORE, let the General Fund budget be amended to the following:

INCREASE ESTIMATED REVENUE

47590 Other Federal Through State	\$ 14,000
Total increase to estimated revenues	<u>\$ 14,000</u>

INCREASE APPROPRIATIONS

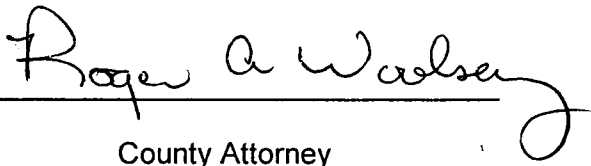
51500 Election Commission	
351 Rentals	\$ 14,000
Total increase in appropriations	<u>\$ 14,000</u>

NOW, THEREFORE; be it resolved by the Greene County Legislative Body meeting in regular session this 21st day of April, 2014, a quorum being present and a majority voting in the affirmative, that the General Fund Budget be amended as above.

County Mayor

Budget and Finance Committee
Sponsor

County Clerk



County Attorney

A

**RESOLUTION TO ALLOCATE A CONTRIBUTION OF FIVE THOUSAND
DOLLARS TO EACH OF THE FIFTEEN VOLUNTEER FIRE DEPARTMENTS
SERVING GREENE COUNTY, TENNESSEE**

WHEREAS, the various volunteer fire departments scattered across the communities in Greene County, Tennessee provide a valuable service to the citizens of Greene County in fighting fires, assisting the municipal fire departments when requested, providing educational instruction in fire prevention as well as providing valuable assistance in other arenas too numerous to mention; and

WHEREAS, the volunteer fire departments incur great expense for the necessary equipment and training to provide fire protection to the citizens of Greene County, which in turn generally lowers the insurance premiums for the citizens served by each of the volunteer fire departments; and

WHEREAS, individual members of each volunteer fire department are now subject to and participate in certain required training courses and the volunteer fire departments are always in need of funding to maintain and improve their firefighting equipment and vehicles; and

WHEREAS, after careful consideration of all the factors above stated it would be appropriate for the Greene County Legislative Body to make a Five Thousand and No/100 Dollar (\$5,000.00) contribution to each of the fifteen volunteer fire departments located in Greene County, Tennessee.

NOW THEREFORE BE IT RESOLVED, by the Greene County Legislative Body, meeting in regular session on the 21st day of April, 2014 a quorum being present and a majority voting in the affirmative, that a Five Thousand and No/100 Dollars (\$5,000.00) contribution shall be made to each of the 15 volunteer fire departments situated in Greene County, Tennessee for a total of Seventy-five Thousand and No/100 Dollars, (\$75,000.00) in order to

ROGER A. WOOLSEY
County Attorney
204 N. Cutler St.
Greeneville, TN 37745
Phone: 423-798-1779
Fax: 423-798-1781

B

support each volunteer fire department in providing fire coverage and related services to the citizens of Greene County; and

BE IT FURTHER RESOLVED, that the budget is amended as follows:

INCREASE BEGINNING BUDGETED FUND BALANCE

3900 Undesignated Fund	<u>\$75,000.00</u>
Total adjustment to beginning budget fund balance:	<u>\$75,000.00</u>

INCREASE APPROPRIATIONS

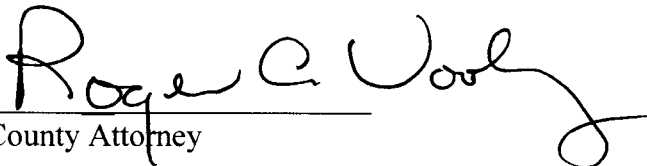
58500 Contributions to Other Agencies	
316 Contributions	<u>\$75,000.00</u>

TOTAL INCREASE IN APPROPRIATIONS	<u>\$75,000.00</u>
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Anthony Sauceman
Sponsor

County Mayor

County Clerk


County Attorney

**A RESOLUTION TO AMEND THE 2014 FISCAL YEAR GENERAL
FUND'S BUDGET TO PROVIDE FUNDS TOTALING \$2,000 FROM THE
GENERAL FUND'S UNASSIGNED FUND BALANCE TO HAVE A
FEASIBILITY STUDY OF THE GREENE COUNTY TELEPHONE
SYSTEM TO DETERMINE IF A NEW VOICE OVER IP TELEPHONE
SYSTEM WOULD REDUCE THE COSTS OF COMMUNICATION FOR
GREENE COUNTY**

- WHEREAS,** Greene County does not have an all-inclusive telephone system and the current ones in place range in age from 8 to 16 years old, utilizing outdated technology, and
- WHEREAS,** it is in the best interest of the County to have an evaluation on said telephone systems to determine if a new telephone system could provide a cost savings and increased efficiency of operation in communication, and
- WHEREAS,** in addition to technical and financial feasibility, it is important to implement a system to increase the proficiency of employees to provide better customer service for Greene County residence, and
- WHEREAS,** Voice over IP is a mechanism through which Greene County could be very effective in helping its citizens utilize all the resources available to them through an all-inclusive telephone system, and
- WHEREAS,** Determining technical and financial feasibility requires obtaining and analyzing data as well as on site evaluations and interviewing personnel to determine support for an all-inclusive telephone system, and
- WHEREAS,** Greene County is only participating in a feasibility study and not obligating for an expenditure of General Funds unless separately authorized in a future action by the County Legislative Body.

THEREFORE, let the Greene County General Fund Budget be amended as follows:

INCREASE BEGINNING BUDGETED GENERAL FUND BALANCE

39000	Unassigned Fund Balance	\$ 2,000
Total adjustment to beginning budgeted fund balance:		<u>\$ 2,000</u>

INCREASE APPROPRIATIONS

51800	County Buildings	
399	Other Contracted Services	\$ 2,000
Total Increase In Appropriations		<u>\$ 2,000</u>

C

NOW, THEREFORE; be it resolved by the Greene County Legislative Body meeting in regular session this 21st day of April, 2014, a quorum being present and a majority voting in the affirmative, that the General Fund Budget be amended as above.

County Mayor

County Clerk

Budget and Finance Committee
Sponsor

Roger A Woolsey

County Attorney

A RESOLUTION TO BUDGET FOR A CHRONIC DISEASE CDC GRANT 1305 IN THE AMOUNT OF \$10,000 FROM THE TENNESSEE DEPARTMENT OF HEALTH FOR THE FISCAL YEAR ENDING JUNE 30, 2014

WHEREAS, the Tennessee Department of Health has awarded to the Greene County Health Department, a grant in the amount of \$10,000 to provide funds to prevent and control Diabetes, Heart Disease, Obesity and Associated Risk Factors and Promote School Health, and

WHEREAS, Greene County is one of 13 counties targeted to receive this grant. The goal of the grant is to improve the health of Greene County by developing and implementing policies and strategies to promote and reinforce healthful behaviors and fight chronic disease in Greene County. This grant has been awarded for five (5) years and is for \$10,000 each year for a total of \$50,000, and

THEREFORE, let the General Fund Budget be amended as follows:

INCREASE ESTIMATED REVENUE:

47590	Other Federal Through State Grant	<u>\$ 10,000</u>
	Total increase to estimated revenues	<u>\$ 10,000</u>

INCREASE IN APPROPRIATIONS:

55900	OTHER PUBLIC HEALTH AND WELFARE	
429	Other Supplies and Materials	<u>\$ 10,000</u>
	Total increase in appropriations	<u>\$ 10,000</u>

NOW, THEREFORE; be it resolved by the Greene County Legislative Body meeting in regular session this 21st day of April, 2014, a quorum being present and a majority voting in the affirmative, that the budget be amended as above.

County Mayor

County Clerk

Budget and Finance Committee
Sponsor

Roger A. Woolsey
County Attorney

D

RESOLUTION OF THE GOVERNING BODY OF
GREENE COUNTY, TENNESSEE, AUTHORIZING
THE ISSUANCE, SALE, AND PAYMENT OF
SIX MONTH CAPITAL OUTLAY NOTES, SERIES 2014
NOT TO EXCEED \$573,093

WHEREAS, the Governing Body of Greene County, Tennessee (the Local Government) has determined that it is necessary and desirable to provide funds for the following public works project (the "Project") : purchase of four (4) seventy-eight passenger school buses and two (2) eighty-four passenger school buses and one (1) thirty passenger mini bus (the "Project") at a total cost of \$573,093 and an average economic life of fifteen (15) years; and

WHEREAS, the Governing Body has determined that the Project will promote or provide a traditional governmental activity or otherwise fulfill a public purpose; and

WHEREAS, under the provisions of Parts I, IV, and VI of Title 9, Chapter 21, Tennessee Code Annotated (the "Act"), local governments in Tennessee are authorized to finance the cost of this Project through the issuance and sale of interest bearing capital outlay notes upon the approval of the Comptroller of the Treasury or Comptroller's Designee; and

WHEREAS, the Governing Body finds that it is advantageous to the Local Government to authorize the issuance of capital outlay notes to finance the cost of the Project;

NOW THEREFORE, BE IT RESOLVED, by the Governing Body of Greene County, Tennessee, as follows:

Section 1. That, for the purpose of providing funds to finance the cost of the Project in and for the Local Government, the Greene County Mayor of the Local Government is hereby authorized in accordance with the terms of this resolution to issue and sell interest-bearing capital outlay notes in a principal amount not to exceed five hundred seventy-three thousand, ninety-three dollars (\$573,093) (the "Notes") at either a competitive public sale or at a private negotiated sale upon approval of the Comptroller of the Treasury or Comptroller's Designee pursuant to the terms, provisions, and conditions permitted by law. The Notes shall be designated "School Bus Capital Outlay Notes, Series 2014", shall be numbered serially from 1 upwards; shall be dated as of the date of issuance; shall be in denomination (s) as agreed upon with the purchaser; shall be sold at not less than 99% of par value and accrued interest; and shall bear interest at a rate or rates not to exceed four percent (4%) per annum, and in no event shall the rate exceed the legal limit provided by law.

Section 2. That, the Notes shall mature not later than six (6) months after the date of issuance and that the Notes and any extension or renewal notes shall not exceed the reasonably expected economic life of the Project, which is hereby certified by the Governing Body to be at least six years.

Section 3. That, the Notes shall be subject to redemption at the option of the Local Government, in whole or in part, at any time, at the principal amount and accrued interest to the date of redemption, without a premium, or, if sold at par, with or without a premium of not exceeding one percent (1%) of the principal amount.

Section 4. That, the Notes shall be direct general obligations of the Local Government, for which the punctual payment of the principal and interest on the notes, the full faith and credit of the Local Government is irrevocably pledged and the Local Government hereby pledges its taxing power as to all taxable property in the Local Government for the purpose of providing funds for the payment of principal of and interest on the Notes. The Governing Body of the Local Government hereby authorizes the levy and collection of a special tax on all taxable property of the Local government over and above all other taxes authorized by the Local government to create a sinking fund to retire the Notes with interest as they mature in an amount necessary for that purpose.

The Notes shall be further secured by the revenues of the Education Debt Service Fund of Greene County, Tennessee.

Section 5. That, the Notes shall be executed in the name of the Local Government and bear the manual signature of the county mayor of the Local Government and the manual signature of the county clerk with the Local Government seal affixed thereon; and shall be payable as to principal and interest at the office of the director of accounts and budgets of the Local Government or the paying agent duly appointed by the Local Government. Proceeds of the Notes shall be deposited with the county trustee of the Local Government and shall be paid out for the purpose of financing the Project pursuant to this Resolution and as required by law.

Section 6. That, the Notes will be issued in fully registered form and that at all times during which any Notes remains outstanding and unpaid, the Local Government or its agent shall keep or cause to be kept at its office a note register, if held by an agent of the Local Government, shall at all times be open for inspection by the Local Government or any duly authorized officer of the Local Government. Each Note shall have the qualities and incidents of a negotiable instrument and shall be transferable only upon the note register kept by the Local Government or its agent, by the registered owner of the Note in person or by the registered owner's attorney duly authorized in writing, upon presentation and surrender to the Local Government or its agent together with a written instrument of transfer satisfactory to the Local Government duly executed by the registered owner of the registered owner's duly authorized attorney. Upon the transfer of any such Note, the Local Government shall issue in the name of the transferee a new registered note or notes of the same aggregate principal amount and maturity as the surrendered Notes. The Local Government shall not be obligated to make any such Note transfer during the fifteen (15) days next preceding an interest payment date of the Notes or, in the case of any redemption of the Notes, during the forty-five (45) days next preceding the date of redemption.

Section 7. That, the Notes shall be in substantially the form authorized by the State Comptroller of the Treasury or Comptroller's Designee and shall recite that the Notes are issued pursuant to Title 9, Chapter 21, Tennessee Code Annotated which is Attachment 1 to this resolution.

Section 8. That, the Notes shall be sold only after the receipt of the written approval of the Comptroller of the Treasury or Comptroller's Designee for the sale of the Notes.

Section 9. That, upon the opinion of bond counsel, the Notes may be designated as qualified tax-exempt obligations for the purpose of Section 265(b) (3) of the Internal Revenue Code of 1986.

Section 10. That, after the sale of the Notes, the fiscal affairs of the Local Government shall be maintained on a cash basis in order that the current receipts of the Local Government are sufficient to meet current expenditures and debt service. For each year that any of the notes are outstanding, the Local Government shall prepare an annual budget in a form consistent with accepted governmental standards and as approved by the Comptroller of the Treasury or Comptroller's Designee. The Local Government shall maintain a balanced budget during the life of the notes. The annual budget shall be submitted to the

Comptroller of the Treasury or Comptroller's Designee immediately upon its adoption; however, it shall not become the official budget for the fiscal year until such budget is approved by the Comptroller of the Treasury or Comptroller's Designee in accordance with Title 9, Chapter 21, Tennessee Code Annotated (the "Statutes".) If the Comptroller of the Treasury or Comptroller's Designee determines that the budget does not comply with the Statutes, the Governing Body shall adjust its estimates or make additional tax levies sufficient to comply with the Statutes, or as directed by the Comptroller of the Treasury or Comptroller's Designee. The Local Government shall provide any information required by the Comptroller of the Treasury or Comptroller's Designee to determine that a balanced budget is kept during the life of the notes.

Section 11. That, if any of the Notes shall remain unpaid at the end of one (1) fiscal year from the fiscal year of issue, then the unpaid Notes shall be retired from the funds of the Local Government or be converted into bonds pursuant to Chapter 11 of Title 9 of the Tennessee Code Annotated, or any other law, or be otherwise liquidated as approved by the Comptroller of the Treasury or Comptroller's Designee.

Section 12. That, all orders or resolutions in conflict with this Resolution are hereby repealed insofar as such conflict exists and this Resolution shall become effective immediately upon its passage.

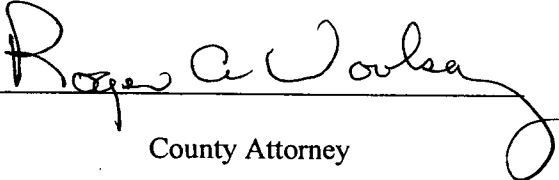
Duly passed and approved this twenty-first day of April 2014.

County Mayor

County Clerk

_____ Budget and Finance Committee

Sponsor



County Attorney

SCHOOL BUS CAPITAL OUTLAY NOTE FORM

Registered
Note #: _____

Greene County
Of the
State of Tennessee
School Bus Capital Outlay Note,
Series 2014

Registered
\$ _____

DATED

INTEREST RATE

MATURITY
DATE

_____, 20____
-

_____ %

_____, 20____
-

Registered Owner: _____

Principal Sum: _____
\$ _____

The _____ (Governing Body) of _____, Tennessee (the Local Government) hereby acknowledges itself indebted, and for value received hereby promises to pay to the Registered Owner hereof (named above), or registered assigns, the Principal Sum specified above on the Maturity Date specified above or according to an amortization schedule attached hereto (unless this note shall have been duly called for prior redemption and payment of the redemption price shall have been duly made or provided for), upon presentation and surrender to the Local Government or its agent, and to pay interest on the Principal Sum on _____ and thereafter on _____ of each year at the Interest Rate per annum specified above or according to an amortization schedule attached hereto, by check, draft, or warrant mailed to the Registered Owner at the address of the Registered Owner as it appears on the fifteenth (15th) calendar day of the month next preceding the applicable payment date in the note register maintained by or on behalf of the Local Government. Both principal of and interest on this note are payable at the office of the _____ of the Local Government or a paying agent duly appointed by the Local Government in lawful money of the United States of America.

This note is a direct obligation of the Local Government for the payment of which as to both principal and interest the full faith and credit of the Local Government is pledged.

This note is subject to redemption prior to its stated maturity in whole or in part at any time at the option of the Local Government upon payment of the principal amount of the note together with the interest accrued thereon to the date of redemption with a premium of _____ % of par value.

This note is issued under the authority of Parts I, IV, and VI of Title 9, Chapter 21, Tennessee Code Annotated, and a Resolution duly adopted by the Governing Body of the Local Government meeting in

session on the _____ day of _____, 20____ (the "Resolution") to provide funds to finance the cost of public works projects referenced in the Resolution.

This note shall have the qualities and incidents of a negotiable instrument and shall be transferable only upon the note register kept by the Local Government or its agent, by the Registered Owner of the note in person or by the Registered Owner's attorney duly authorized in writing, upon presentation and surrender to the Local Government or its agent of the note together with a written instrument of transfer satisfactory to the Local Government duly executed by the Registered Owner or the Registered Owner's duly authorized attorney but only in the manner as provided in the Resolution of the Local Government authorizing the issuance of this note and upon surrender hereof for cancellation. Upon the transfer of any such note, the Local Government or its agent shall issue in the name of the transferee a new registered note or notes of the same aggregate principal amount and maturity as the surrendered note. The Local Government shall not be obligated to make any such Note transfer during the fifteen (15) days next preceding an interest payment date on the Notes or, in the case of any redemption of the Notes, during the forty-five (45) days next preceding the date of redemption.

Title 9, Chapter 21, Section 117, Tennessee Code Annotated provides that this note and interest thereon are exempt from taxation by the State of Tennessee or by any county, municipality or taxing district of the State, except for inheritance, transfer and estate taxes and except as otherwise provided under the laws of the State of Tennessee.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this note exist, have happened and have been performed in due time, form and manner as required by the Constitution and laws of the State of Tennessee, and that the amount of this note, together with all other indebtedness of the Local Government, does not exceed any constitutional or statutory limitation thereon, and that this note is within every constitutional and statutory limitation.

IN WITNESS WHEREOF, the Governing Body of the Local Government has caused this note to be executed in the name of the Local Government by the manual signature of the _____, and countersigned and attested by the manual signature of the _____ with the Seal of the Local Government affixed hereto or imprinted hereon, and this note to be dated as of the _____ day of 20____.

(Mayor)

ATTESTED: _____
(County Clerk)

SEAL

ASSIGNMENT

Note No. R- _____.

Amount: \$ _____.

For value received, the undersigned hereby sells, assigns and transfers unto

(Name and address of assignee)

(Please indicate social security or other tax identifying number of assignee)

The within-mentioned note and hereby irrevocably constitutes and appoints _____, attorney-in-fact, to transfer the same on the note register in the office of the _____ or the agent of the Greene County Commission with full power of substitution in the premises.

Date: _____

Assignor: _____

Address: _____

Signature Guaranteed by: _____

NOTE: The signature as to this assignment must correspond with the name as written on the face of the within note in every particular, without alteration, enlargement or any change whatsoever.

A RESOLUTION AUTHORIZING THE ISSUANCE, IN ONE OR MORE SERIES, OF GENERAL OBLIGATION REFUNDING BONDS OF GREENE COUNTY, TENNESSEE, IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED TWO MILLION FOUR HUNDRED THOUSAND DOLLARS (\$2,400,000) FOR THE PURPOSE OF (A) PREPAYING THE REMAINDER OF THE COUNTY'S SERIES B-5-A LOAN AGREEMENT; (B) REFUNDING ALL OR A PORTION OF CERTAIN OUTSTANDING BONDS OF THE COUNTY; MAKING PROVISION FOR THE ISSUANCE, SALE AND PAYMENT OF SAID BONDS; ESTABLISHING THE TERMS THEREOF AND THE DISPOSITION OF PROCEEDS THEREFROM; AND PROVIDING FOR THE LEVY OF TAXES FOR THE PAYMENT OF PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS.

WHEREAS, pursuant to authority granted by Sections 12-10-101, et seq., Tennessee Code Annotated, as amended, Greene County, Tennessee (the "County") previously authorized, issued and delivered its (A) Series B-5-A Loan Agreement, dated as of May 1, 2004 (the "Outstanding Loan") funded by the issuance of Local Government Public Improvement Bonds, Series B-5-A, dated May 3, 2004 (the "Series B-5-A Bonds") of The Public Building Authority of Blount County, Tennessee (the "Authority"), and its (B) General Obligation Refunding Bonds, Series 2013, dated July 26, 2013, maturing on July 1, 2016 (Federally Taxable) (the "Series 2013 Bond"); and

WHEREAS, the County applied the proceeds of the Outstanding Loan to (i) refinance a portion of its General Obligation Public Improvement Bonds, Series 1999, dated April 1, 1999, and a portion of its outstanding Series F-2 Loan (the "Series F-2-Loan"), dated June 1, 1996, by and between the County and The Public Building Authority of Sevier County, Tennessee; (iii) finance the construction of roads in the County; and (iv) to pay costs of issuance and sale of the Outstanding Loan and Outstanding Series B-5-A Bonds; and

WHEREAS, counties in Tennessee are authorized by Sections 9-21-101 et seq., Tennessee Code Annotated, as amended, to issue, by resolution, bonds to refund, redeem or make principal, premium, if any, and interest payments on their previously issued bonds, notes or other obligations; and

WHEREAS, the Board of County Commissioners of the County has determined that it is advantageous to refinance the remainder of the Outstanding Loan, and in turn, the remainder of the Outstanding Series B-5-A Bonds maturing June 1, 2015 through June 1, 2021, inclusive (the "Outstanding Series B-4-A Bonds"), and the Series 2013 Bond, as shall be determined by the County Mayor, in consultation with Raymond James & Associates, Inc., Nashville, Tennessee, the County's financial advisor to effect a cost savings and to restructure a portion of the County's debt, and to issue general obligation refunding bonds of the County for such purposes; and

WHEREAS, the plan of said refunding has been submitted to the Director of State and Local Finance as required by Section 9-21-903, Tennessee Code Annotated, as amended, and said report on the plan of refunding has been issued and is attached hereto as Exhibit A; and

WHEREAS, it is the intention of the Board of County Commissioners to adopt this resolution for the purpose of authorizing the issuance of general obligation refunding bonds, in one or more series, for the purpose of prepaying the remainder of the Outstanding Loan and refunding all or a portion of the Outstanding Series B-5-A Bonds and the Series 2013 Bond (collectively, the "Outstanding Bonds"), providing for the issuance, sale and payment of said bonds, establishing the terms thereof and the disposition of proceeds therefrom and providing for the levy of a tax for the payment of principal thereof, premium, and interest thereon.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Greene County, Tennessee, as follows:

Section 1. Authority. The bonds authorized by this resolution are issued pursuant to Sections 9-21-101, et seq., Tennessee Code Annotated, and other applicable provisions of law.

Section 2. Definitions. The following terms shall have the following meanings in this resolution unless the text expressly or by necessary implication requires otherwise:

(a) "Authority" means The Public Building Authority of Blount County, Tennessee;

(b) "Bonds" means General Obligation Refunding Bonds authorized herein;

(c) "Book-Entry Form" or "Book-Entry System" means a form or system, as applicable, under which physical bond certificates in fully registered form are issued to a Depository, or to its nominee as Registered Owner, with the certificate of bonds being held by and "immobilized" in the custody of such Depository, and under which records maintained by persons, other than the County or the Registration Agent, constitute the written record that identifies, and records the transfer of, the beneficial "book-entry" interests in those bonds;

(d) "Code" shall mean the Internal Revenue Code of 1986, as amended, and all regulations promulgated thereunder;

(e) "County" shall mean Greene County, Tennessee;

(f) "Depository" means any securities depository that is a clearing agency under federal laws operating and maintaining, with its participants or otherwise, a Book-Entry System, including, but not limited to, DTC;

(g) "DTC" means the Depository Trust Company, a limited purpose company organized under the laws of the State of New York, and its successors and assigns;

(h) "DTC Participant(s)" means securities brokers and dealers, banks, trust companies and clearing corporations that have access to the DTC System;

(i) "Escrow Agent" means Regions Bank, Nashville, Tennessee, or its successor;

(j) "Financial Advisor" means Raymond James & Associates, Inc., Nashville, Tennessee;

(k) "Governing Body" means the Board of County Commissioners of the County;

(l) "Indenture" means the Indenture of Trust, dated as of February 1, 2003, pursuant to which the Outstanding Series B-5-A Bonds were issued to fund the Outstanding Loan Agreement;

(m) "Outstanding Bonds" shall have the meaning set forth in the preamble;

(n) "Outstanding Loan" shall have the meaning set forth in the preamble;

(o) "Outstanding Series B-5-A Bonds" shall be the meaning set forth in the preamble;

(p) “Refunded Bonds” means the maturities or portions of maturities of the Outstanding Bonds designated by the County Mayor pursuant to Section 8 hereof;

(q) “Refunded Loan” means the portion of the Outstanding Loan designated for prepayment pursuant to Section 8 hereof;

(r) “Refunding Escrow Agreement” shall mean the Refunding Escrow Agreement, dated as of the date of the Bonds, to be entered into by and between the County and the Escrow Agent, in the form of the document attached hereto and incorporated herein by this reference as Exhibit B, subject to such changes therein as shall be permitted by Section 11 hereof;

(s) “Registration Agent” means Regions Bank, Nashville, Tennessee, as the registration and paying agent for the Bonds or such successor appointed by the Governing Body;

(t) “Series 2013 Bond” shall have the meaning set forth in the preamble;

(u) “State Director” shall mean the Director of State and Local Finance for the State of Tennessee; and

(v) “Trustee” means Regions Bank, as trustee under the Indenture.

Section 3. Findings of the Governing Body: Compliance with Debt Management Policy. It is hereby found and determined by the Governing Body that the issuance and sale of the Bonds, as proposed herein, is consistent with the County’s Debt Management Policy. The Bonds authorized herein will be restructured to extend beyond the original term of the Refunded Bonds; however, the Debt Management Policy permits such restructuring if determined to be in the best interest of the County. In addition, the issuance of the Bonds authorized by this resolution is advisable because it will result in the reduction in debt service payable by the County over the term of the Outstanding Bonds. The preliminary debt service schedule, attached hereto as Exhibit C and the estimated costs of issuance of the Bonds, as set forth in Exhibit D have been fully disclosed, subject to adjustment in accordance with Section 8.

Section 4. Authorization and Terms of the Bonds.

(a) For the purpose of providing funds to prepay the remainder of the Outstanding Loan and refund the Outstanding Bonds and pay the costs incident to the issuance and sale of the Bonds, as more fully set forth in Section 9 hereof, there are hereby authorized to be issued bonds, in one or more series, of the County in an aggregate principal amount sufficient to pay the principal of and interest on the Refunded Loan and Refunded Bonds and pay costs of issuance of the Bonds. The Bonds shall be issued in fully registered, book-entry only form (except as otherwise permitted herein), without coupons, shall be issued in one or more series, shall be known as “General Obligation Refunding Bonds” and shall have such series designation and dated date as shall be determined by the County Mayor pursuant to Section 8 hereof. The rate or rates on the Bonds shall not exceed the maximum interest rate permitted by applicable law at the time of the sale of the Bonds, or any series thereof. Subject to the adjustments permitted pursuant to Section 8 hereof, interest on the Bonds shall be payable semi-annually on June 1 and December 1 in each year, commencing December 1, 2014. The Bonds shall be issued initially in \$5,000 denominations or integral multiples thereof, as shall be requested by the original purchaser, and, subject to adjustment as permitted by Section 8 hereof, shall mature, either serially or through mandatory redemption on June 1 of each year, subject to prior optional redemption as hereinafter provided, either serially or through mandatory redemption, in the years 2015 through 2023, inclusive.

(b) Subject to the adjustments permitted pursuant to Section 8 hereof, the Bonds, or any series thereof shall mature without option of redemption prior to maturity. If adjustments providing for redemption prior to maturity are made pursuant to Section 8 hereof and if less than all the Bonds of such series shall be called for redemption, the maturities to be redeemed shall be selected by the Governing Body in its discretion. If less than all of the Bonds within a single maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

(i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or

(ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

(c) Pursuant to Section 8 hereof, the County Mayor is authorized to sell the Bonds, or any maturities thereof, as term bonds with mandatory redemption requirements corresponding to the maturities set forth herein or as determined by the County Mayor. In the event any or all the Bonds are sold as term bonds, the County shall redeem term bonds on redemption dates corresponding to the maturity dates set forth herein, in aggregate principal amounts equal to the maturity amounts established pursuant to Section 8 hereof for each redemption date, as such maturity amounts may be adjusted pursuant to Section 8 hereof, at a price of par plus accrued interest thereon to the date of redemption. The term bonds to be redeemed within a single maturity shall be selected in the manner described in subsection (b) above.

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such mandatory redemption date, the County may (i) deliver to the Registration Agent for cancellation Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and canceled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the County on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The County shall on or before the forty-fifth (45th) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.

(d) Notice of call for redemption, whether optional or mandatory, shall be given by the Registration Agent on behalf of the County not less than twenty (20) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for redemption of any of the Bonds for which proper notice was given. The notice may state that it is conditioned upon the deposit of

moneys in an amount equal to the amount necessary to effect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the County nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant or Beneficial Owner will not affect the validity of such redemption. The Registration Agent shall mail said notices as and when directed by the County pursuant to written instructions from an authorized representative of the County (other than for a mandatory sinking fund redemption, notices of which shall be given on the dates provided herein) given at least forty-five (45) days prior to the redemption date (unless a shorter notice period shall be satisfactory to the Registration Agent). From and after the redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth herein. In the case of a Conditional Redemption, the failure of the County to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the Depository or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

(e) The Registration Agent is authorized and directed to maintain Bond registration records with respect to the Bonds, to authenticate and deliver the Bonds as provided herein, either at original issuance or upon transfer, to effect transfers of the Bonds, to give all notices of redemption as required herein, to make all payments of principal and interest with respect to the Bonds as provided herein, to cancel and destroy Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer, to furnish the County at least annually a certificate of destruction with respect to Bonds canceled and destroyed, and to furnish the County at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds. The County Mayor is hereby authorized to execute and the County Clerk is hereby authorized to attest such written agreement between the County and the Registration Agent as they shall deem necessary and proper with respect to the obligations, duties and rights of the Registration Agent. The payment of all reasonable fees and expenses of the Registration Agent for the discharge of its duties and obligations hereunder or under any such agreement is hereby authorized and directed.

(f) The Bonds shall be payable, both principal and interest, in lawful money of the United States of America at the main office of the Registration Agent. The Registration Agent shall make all interest payments with respect to the Bonds by check or draft on each interest payment date directly to the registered owners as shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by depositing said payment in the United States mail, postage prepaid, addressed to such owners at their addresses shown on said Bond registration records, without, except for final payment, the presentation or surrender of such registered Bonds, and all such payments shall discharge the obligations of the County in respect of such Bonds to the extent of the payments so made. Payment of principal of and premium, if any, on the Bonds shall be made upon presentation and surrender of such Bonds to the Registration Agent as the same shall become due and payable. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each. In the event the Bonds are no longer registered in the name of DTC, or a successor Depository, if requested by the Owner of at least \$1,000,000 in aggregate principal amount of the Bonds, payment of interest on such Bonds shall be paid by wire transfer to a bank within the continental United States or deposited to a designated account if such account is maintained with the Registration Agent and written notice of any such election and designated account is given to the Registration Agent prior to the record date.

(g) Any interest on any Bond that is payable but is not punctually paid or duly provided for on any interest payment date (hereinafter "Defaulted Interest") shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such Defaulted Interest shall be paid by the County to the persons in whose names the Bonds are registered at the close of business on a date (the "Special Record Date") for the payment of such Defaulted Interest, which shall be fixed in the following manner: the County shall notify the Registration Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment, and at the same time the County shall deposit with the Registration Agent an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Registration Agent for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the persons entitled to such Defaulted Interest as in this Section provided. Thereupon, not less than ten (10) days after the receipt by the Registration Agent of the notice of the proposed payment, the Registration Agent shall fix a Special Record Date for the payment of such Defaulted Interest which Date shall be not more than fifteen (15) nor less than ten (10) days prior to the date of the proposed payment to the registered owners. The Registration Agent shall promptly notify the County of such Special Record Date and, in the name and at the expense of the County, not less than ten (10) days prior to such Special Record Date, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first class postage prepaid, to each registered owner at the address thereof as it appears in the Bond registration records maintained by the Registration Agent as of the date of such notice. Nothing contained in this Section or in the Bonds shall impair any statutory or other rights in law or in equity of any registered owner arising as a result of the failure of the County to punctually pay or duly provide for the payment of principal of, premium, if any, and interest on the Bonds when due.

(h) The Bonds are transferable only by presentation to the Registration Agent by the registered owner, or his legal representative duly authorized in writing, of the registered Bond(s) to be transferred with the form of assignment on the reverse side thereof completed in full and signed with the name of the registered owner as it appears upon the face of the Bond(s) accompanied by appropriate documentation necessary to prove the legal capacity of any legal representative of the registered owner. Upon receipt of the Bond(s) in such form and with such documentation, if any, the Registration Agent shall issue a new Bond or the Bond to the assignee(s) in \$5,000 denominations, or integral multiples thereof, as requested by the registered owner requesting transfer. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the publication of notice calling such Bond for redemption has been made, nor to transfer or exchange any Bond during the period following the receipt of instructions from the County to call such Bond for redemption; provided, the Registration Agent, at its option, may make transfers after any of said dates. No charge shall be made to any registered owner for the privilege of transferring any Bond, provided that any transfer tax relating to such transaction shall be paid by the registered owner requesting transfer. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the County nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bonds shall be overdue. The Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in any authorized denomination or denominations.

(i) The Bonds shall be executed in such manner as may be prescribed by applicable law, in the name, and on behalf, of the County with the manual or facsimile signature of the County Mayor and with the official seal, or a facsimile thereof, of the County impressed or imprinted thereon and attested by the manual or facsimile signature of the County Clerk.

(j) Except as otherwise provided in Section 8 hereof, the Bonds shall be registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the Bonds. References in this Section to a Bond or the Bonds shall be construed to mean the Bond or the Bonds that are held under the Book-Entry System. One Bond for each maturity shall be issued to DTC and immobilized in its custody. A Book-Entry System shall be employed, evidencing ownership of the Bonds in authorized denominations, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants pursuant to rules and procedures established by DTC.

Each DTC Participant shall be credited in the records of DTC with the amount of such DTC Participant's interest in the Bonds. Beneficial ownership interests in the Bonds may be purchased by or through DTC Participants. The holders of these beneficial ownership interests are hereinafter referred to as the "Beneficial Owners." The Beneficial Owners shall not receive the Bonds representing their beneficial ownership interests. The ownership interests of each Beneficial Owner shall be recorded through the records of the DTC Participant from which such Beneficial Owner purchased its Bonds. Transfers of ownership interests in the Bonds shall be accomplished by book entries made by DTC and, in turn, by DTC Participants acting on behalf of Beneficial Owners. SO LONG AS CEDE & CO., AS NOMINEE FOR DTC, IS THE REGISTERED OWNER OF THE BONDS, THE REGISTRATION AGENT SHALL TREAT CEDE & CO., AS THE ONLY HOLDER OF THE BONDS FOR ALL PURPOSES UNDER THIS RESOLUTION, INCLUDING RECEIPT OF ALL PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS, RECEIPT OF NOTICES, VOTING AND REQUESTING OR DIRECTING THE REGISTRATION AGENT TO TAKE OR NOT TO TAKE, OR CONSENTING TO, CERTAIN ACTIONS UNDER THIS RESOLUTION.

Payments of principal, interest, and redemption premium, if any, with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid by the Registration Agent directly to DTC or its nominee, Cede & Co. as provided in the Letter of Representation relating to the Bonds from the County and the Registration Agent to DTC (the "Letter of Representation"). DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners. The County and the Registration Agent shall not be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants.

In the event that (1) DTC determines not to continue to act as securities depository for the Bonds or (2) the County determines that the continuation of the Book-Entry System of evidence and transfer of ownership of the Bonds would adversely affect their interests or the interests of the Beneficial Owners of the Bonds, the County shall discontinue the Book-Entry System with DTC. If the County fails to identify another qualified securities depository to replace DTC, the County shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully registered Bonds to each Beneficial Owner.

If the Bonds are purchased by a purchaser that certifies that such purchaser intends to hold the Bonds for its own account and has no present intention to reoffer the Bonds, then the Bonds are not required to be registered through Book-Entry System.

THE COUNTY AND THE REGISTRATION AGENT SHALL NOT HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO ANY DTC PARTICIPANT OR ANY BENEFICIAL OWNER WITH RESPECT TO (i) THE BONDS; (ii) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DTC PARTICIPANT; (iii) THE PAYMENT BY DTC OR ANY DTC PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS; (iv) THE DELIVERY OR TIMELINESS OF

DELIVERY BY DTC OR ANY DTC PARTICIPANT OF ANY NOTICE DUE TO ANY BENEFICIAL OWNER THAT IS REQUIRED OR PERMITTED UNDER THE TERMS OF THIS RESOLUTION TO BE GIVEN TO BENEFICIAL OWNERS, (v) THE SELECTION OF BENEFICIAL OWNERS TO RECEIVE PAYMENTS IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE BONDS; OR (vi) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC, OR ITS NOMINEE, CEDE & CO., AS OWNER.

(k) The Registration Agent is hereby authorized to take such action as may be necessary from time to time to qualify and maintain the Bonds for deposit with DTC, including but not limited to, wire transfers of interest and principal payments with respect to the Bonds, utilization of electronic book entry data received from DTC in place of actual delivery of Bonds and provision of notices with respect to Bonds registered by DTC (or any of its designees identified to the Registration Agent) by overnight delivery, courier service, telegram, telecopy or other similar means of communication. No such arrangements with DTC may adversely affect the interest of any of the owners of the Bonds, provided, however, that the Registration Agent shall not be liable with respect to any such arrangements it may make pursuant to this section.

(l) The Registration Agent is hereby authorized to authenticate and deliver the Bonds to the original purchaser, upon receipt by the County of the proceeds of the sale thereof and to authenticate and deliver Bonds in exchange for Bonds of the same principal amount delivered for transfer upon receipt of the Bond(s) to be transferred in proper form with proper documentation as hereinabove described. The Bonds shall not be valid for any purpose unless authenticated by the Registration Agent by the manual signature of an officer thereof on the certificate set forth herein on the Bond form.

(m) In case any Bond shall become mutilated, or be lost, stolen, or destroyed, the County, in its discretion, shall issue, and the Registration Agent, upon written direction from the County, shall authenticate and deliver, a new Bond of like tenor, amount, maturity and date, in exchange and substitution for, and upon the cancellation of, the mutilated Bond, or in lieu of and in substitution for such lost, stolen or destroyed Bond, or if any such Bond shall have matured or shall be about to mature, instead of issuing a substituted Bond the County may pay or authorize payment of such Bond without surrender thereof. In every case the applicant shall furnish evidence satisfactory to the County and the Registration Agent of the destruction, theft or loss of such Bond, and indemnity satisfactory to the County and the Registration Agent; and the County may charge the applicant for the issue of such new Bond an amount sufficient to reimburse the County for the expense incurred by it in the issue thereof.

Section 5. Source of Payment. The Bonds shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the County.

Section 6. Form of Bonds. The Bonds shall be in substantially the following form, the omissions to be appropriately completed when the Bonds are prepared and delivered:

(Form of Face of Bond)

REGISTERED
Number _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF TENNESSEE
COUNTY OF GREENE
GENERAL OBLIGATION REFUNDING BOND, SERIES _____

Interest Rate: Maturity Date: Date of Bond: CUSIP No.:

Registered Owner: CEDE & CO.

Principal Amount:

FOR VALUE RECEIVED, Greene County, Tennessee (the "County") hereby promises to pay to the registered owner hereof, hereinabove named, or registered assigns, in the manner hereinafter provided, the principal amount hereinabove set forth on the maturity date hereinabove set forth [(or upon earlier redemption as set forth herein)], and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on said principal amount at the annual rate of interest hereinabove set forth from the date hereof until said maturity date [or redemption date], said interest being payable on [December 1, 2014], and semi-annually thereafter on the first day of June and December in each year until this Bond matures [or is redeemed]. Both principal hereof and interest hereon are payable in lawful money of the United States of America by check or draft at the principal corporate trust office of Regions Bank, Nashville, Tennessee, as registration agent and paying agent (the "Registration Agent"). The Registration Agent shall make all interest payments with respect to this Bond on each interest payment date directly to the registered owner hereof shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by check or draft mailed to such owner at such owner's address shown on said Bond registration records, without, except for final payment, the presentation or surrender of this Bond, and all such payments shall discharge the obligations of the County to the extent of the payments so made. Any such interest not so punctually paid or duly provided for on any interest payment date shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such defaulted interest shall be payable to the person in whose name this Bond is registered at the close of business on the date (the "Special Record Date") for payment of such defaulted interest to be fixed by the Registration Agent, notice of which shall be given to the owners of the Bonds of the issue of which this Bond is one not less than ten (10) days prior to such Special Record Date. Payment of principal of [and premium, if any, on] this Bond shall be made when due upon presentation and surrender of this Bond to the Registration Agent.

Except as otherwise provided herein or in the Resolution, as hereinafter defined, this Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Bonds of the series of which this Bond is one. One Bond for each maturity of the Bonds shall be issued to DTC and immobilized in its custody. A book-entry system shall be employed, evidencing ownership of the Bonds in \$5,000 denominations, or multiples thereof, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants, as defined in the Resolution, pursuant to rules and procedures established by DTC. So long as Cede & Co., as nominee for DTC, is the registered owner of the Bonds, the County and the Registration Agent shall treat Cede & Co., as the only owner of the Bonds for all purposes under the Resolution, including receipt of all principal of, [premium, if any,] and interest on the Bonds, receipt of notices, voting and requesting or taking or not taking, or consenting to, certain actions hereunder. Payments of principal and interest [and redemption premium, if any,] with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid directly to DTC or its nominee, Cede & Co. DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners, as defined in the Resolution. Neither the County nor the Registration Agent shall be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants. In the event that (1) DTC determines not to continue to act as securities depository for the Bonds or (2) the County determines that the continuation of the book-entry system of evidence and

transfer of ownership of the Bonds would adversely affect its interests or the interests of the Beneficial Owners of the Bonds, the County may discontinue the book-entry system with DTC. If the County fails to identify another qualified securities depository to replace DTC, the County shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully registered Bonds to each Beneficial Owner. Neither the County nor the Registration Agent shall have any responsibility or obligations to any DTC Participant or any Beneficial Owner with respect to (i) the Bonds; (ii) the accuracy of any records maintained by DTC or any DTC Participant; (iii) the payment by DTC or any DTC Participant of any amount due to any Beneficial Owner in respect of the principal or maturity amounts of and interest on the Bonds; (iv) the delivery or timeliness of delivery by DTC or any DTC Participant of any notice due to any Beneficial Owner that is required or permitted under the terms of the Resolution to be given to Beneficial Owners, (v) the selection of Beneficial Owners to receive payments in the event of any partial redemption of the Bonds; or (vi) any consent given or other action taken by DTC, or its nominee, Cede & Co., as owner.

[Bonds of the issue of which this Bond is one shall mature without option of prior redemption.]

[Bonds of the issue of which this Bond is one maturing June 1, ____ through June 1, ____, inclusive, shall mature without option of prior redemption, and Bonds maturing June 1, ____ and thereafter shall be subject to redemption prior to maturity at the option of the County on June 1, ____ and thereafter, as a whole or in part, at any time, at the redemption price of par plus interest accrued to the redemption date.

If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be designated by the Board of County Commissioners of the County, in its discretion. If less than all the principal amount of the Bonds of a maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

(i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the amount of the interest of each DTC Participant in the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or

(ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

[Subject to the credit hereinafter provided, the County shall redeem Bonds maturing _____ on the redemption dates set forth below opposite the maturity dates, in aggregate principal amounts equal to the respective dollar amounts set forth below opposite the respective redemption dates at a price of par plus accrued interest thereon to the date of redemption. DTC, as securities depository for the series of Bonds of which this Bond is one, or such Person as shall then be serving as the securities depository for the Bonds, shall determine the interest of each Participant in the Bonds to be redeemed using its procedures generally in use at that time. If DTC, or another securities depository is no longer serving as securities depository for the Bonds, the Bonds to be redeemed within a maturity shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall select. The dates of redemption and principal amount of Bonds to be redeemed on said dates are as follows:

<u>Final Maturity</u>	<u>Redemption Date</u>	<u>Principal Amount of Bonds Redeemed</u>
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***Final Maturity**

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such redemption date, the County may (i) deliver to the Registration Agent for cancellation Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and canceled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the County on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The County shall on or before the forty-fifth (45th) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.]

Notice of call for redemption[, whether optional or mandatory,] shall be given by the Registration Agent not less than twenty (20) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for the redemption of any of the Bonds for which proper notice was given. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to effect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the County nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant will not affect the validity of such redemption. From and after any redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth in the Resolution, as hereafter defined.] In the case of a Conditional Redemption, the failure of the County to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the Depository or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

This Bond is transferable by the registered owner hereof in person or by such owner's attorney duly authorized in writing at the principal corporate trust office of the Registration Agent set forth on the front side hereof, but only in the manner, subject to limitations and upon payment of the charges provided in the Resolution, as hereafter defined, and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds of authorized denominations of the same maturity and interest rate for the same aggregate principal amount will be issued to the transferee in exchange therefor. The person in whose name this Bond is registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the County nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bond shall be overdue. Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in authorized denomination or denominations, upon the terms set forth in the Resolution. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular Record Date or Special Record Date and ending on the corresponding interest payment date of such Bond[, nor to transfer or exchange any Bond after the notice calling such Bond for redemption has been made, nor during a period following the receipt of instructions from the County to call such Bond for redemption].

This Bond is one of a total authorized issue aggregating \$_____ and issued by the County for the purpose of providing funds to (A) prepay the remaining portion of the County's outstanding Series B-5-A Loan Agreement, dated as of May 1, 2004 funded by the issuance of Local Government Public Improvement Bonds, Series B-5-A, dated May 3, 2004 of The Public Building Authority of Blount County, Tennessee; (B) refund its General Obligation Refunding Bond, Series 2013, dated July 26, 2013, maturing on July 1, 2016 (Federally Taxable); and (C) pay costs incident to the issuance and sale of the Bonds, under and in full compliance with the constitution and statutes of the State of Tennessee, including Sections 9-21-101, et seq., Tennessee Code Annotated and pursuant to a resolution duly adopted by the Board of County Commissioners of the County on April 21, 2014 (the "Resolution").

This Bond is payable from unlimited ad valorem taxes to be levied on all taxable properly located within the County. For the prompt payment of principal of[, premium, if any,] and interest on this Bond, the full faith and credit of the County are irrevocably pledged. For a more complete statement of the general covenants and provisions pursuant to which this Bond is issued, reference is hereby made to said Resolution.

This Bond and the income therefrom are exempt from all present state, county and municipal taxes in Tennessee except (a) inheritance, transfer and estate taxes, (b) Tennessee excise taxes on interest on the Bond during the period the Bond is held or beneficially owned by any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee, and (c) Tennessee franchise taxes by reason of the inclusion of the book value of the Bond in the Tennessee franchise tax base of any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee.

It is hereby certified, recited, and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond exist, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other indebtedness of the County, does not exceed any limitation prescribed by the constitution and statutes of the State of Tennessee.

IN WITNESS WHEREOF, the County has caused this Bond to be signed by its County Mayor with his manual or facsimile signature and attested by its [Interim] County Clerk with [her] manual or facsimile signature under an impression or facsimile of the corporate seal of the County, all as of the date hereinabove set forth.

GREENE COUNTY

BY: _____
County Mayor

(SEAL)

ATTESTED:

[Interim] County Clerk

Transferable and payable at the
principal corporate trust office of: Regions Bank
Nashville, Tennessee

Date of Registration: _____

This Bond is one of the issue of Bonds issued pursuant to the Resolution hereinabove described.

REGIONS BANK
Registration Agent

By: _____
Authorized Officer

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns, and transfers unto _____, whose address is _____ (Please insert Federal Identification or Social Security Number of Assignee _____), the within Bond of Greene County, Tennessee, and does hereby irrevocably constitute and appoint _____, attorney, to transfer the said Bond on the records kept for registration thereof with full power of substitution in the premises.

Dated: _____

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

Signature guaranteed:

NOTICE: Signature(s) must be guaranteed by a member firm of a Medallion Program acceptable to the Registration Agent.

Section 7. Pledge of Net Revenues and Levy of Tax. The County, through its Governing Body, shall annually levy and collect a tax upon all taxable property within the County, in addition to all other taxes authorized by law, sufficient to pay principal of, premium, if any, and interest on the Bonds when due, and for that purpose there is hereby levied a direct annual tax in such amount as may be found necessary each year to pay principal and interest coming due on the Bonds in said year. Principal and interest falling due at any time when there are insufficient funds from this tax levy on hand shall be paid from the current funds of the County and reimbursement therefor shall be made out of the taxes hereby provided to be levied when the same shall have been collected. The tax herein provided may be reduced to the extent of any appropriations from other funds, taxes and revenues of the County, to the payment of debt service on the Bonds.

Section 8. Sale of Bonds.

(a) The Bonds shall be offered for public sale, as required by law, in one or more series, at a price of not less than ninety-nine percent (99%) of par, plus accrued interest, as a whole or in part, from time to time as shall be determined by the County Mayor, in consultation with the Financial Advisor.

(b) The Bonds, or any series thereof, shall be sold by delivery of bids via physical delivery, mail, fax, or telephone or by electronic bidding means of an Internet bidding service as shall be determined by the County Mayor.

(c) If the Bonds are sold in more than one series, the County Mayor is authorized to cause to be sold in each series an aggregate principal amount of Bonds less than that shown in Section 4 hereof for each series, so long as the total aggregate principal amount of all series issued does not exceed the total aggregate of Bonds authorized to be issued herein.

(d) The County Mayor is further authorized with respect to each series of Bonds to:

(1) change the dated date of the Bonds or any series thereof, to a date other than the date of issuance of the Bonds;

(2) change the designation of the Bonds, or any series thereof, to a designation other than "General Obligation Refunding Bonds" and to specify the series designation of the Bonds, or any series thereof;

(3) change the first interest payment date on the Bonds or any series thereof to a date other than December 1, 2014, provided that such date is not later than twelve months from the dated date of such series of Bonds;

(4) adjust the principal and interest payment dates and the maturity amounts of the Bonds, or any series thereof, provided that (A) the total principal amount of all series of the Bonds does not exceed the total amount of Bonds necessary to refund the Refunded Note and the Refunded Bonds; and (B) the final maturity date of each series shall not exceed the end of the third fiscal year of the final maturity of the Outstanding Bonds refunded by such series;

(5) adjust the County's optional redemption provisions of the Bonds by making the Bonds callable prior to maturity, provided that the premium amount to be paid on Bonds or any series thereof does not exceed two percent (2%) of the principal amount thereof;

(6) to prepay less than all the Outstanding Loan and refinance less than all of the Outstanding Bonds to maximize the objectives of prepayment of the Outstanding Loan and refinancing the Outstanding Bonds;

(7) sell the Bonds, or any series thereof, or any maturities thereof as term bonds with mandatory redemption requirements corresponding to the maturities set forth herein or as otherwise determined by the County Mayor, as he shall deem most advantageous to the County; and

(8) to cause all or a portion of the Bonds to be insured by a bond insurance policy issued by a nationally recognized bond insurance company if such insurance is requested and paid for by the winning bidder of the Bonds, or any series thereof.

(e) The County Mayor is authorized to sell the Bonds, or any series thereof, simultaneously with any other bonds or notes authorized by resolution or resolutions of the Governing Body. The County Mayor is further authorized to sell the Bonds, or any series thereof, as a single issue of bonds with any other bonds with substantially similar terms authorized by resolution or resolutions of the Governing Body, in one or more series as he shall deem to be advantageous to the County and in doing so, the County Mayor is authorized to change the designation of the Bonds to a designation other than "General Obligation Refunding Bonds"; provided, however, that the total aggregate principal amount of combined bonds to be sold does not exceed the total aggregate principal amount of Bonds authorized by this resolution or bonds authorized by any other resolution or resolutions adopted by the Governing Body.

(f) The County Mayor is authorized to award the Bonds, or any series thereof, in each case to the bidder whose bid results in the lowest true interest cost to the County, provided the rate or rates on the Bonds do not exceed the maximum rate permitted by applicable Tennessee law at the time of the issuance of the Bonds or any series thereof. The award of the Bonds by the County Mayor to the lowest bidder shall be binding on the County, and no further action of the Governing Body with respect thereto shall be required. If permitted in the notice of sale for the Bonds, or any series thereof: (i) the successful bidder may request that the Bonds, or any such series thereof, be issued in the form of fully registered certificated Bonds in the name of the successful bidder or as directed by the successful bidder, in lieu of registration using the Book-Entry System, and (ii) the successful bidder may assign its right to purchase the Bonds, or any series thereof, to a third party provided, however, that upon such assignment, the successful bidder shall remain obligated to perform all obligations relating to the purchase of the Bonds as the successful bidder, including the delivery of a good faith deposit, the execution of required documents and the payment of the purchase price, if such successful bidder's assignee does not perform any of such obligations.

(g) The County Mayor and County Clerk are authorized to cause the Bonds, in book-entry form (except as otherwise permitted herein), to be authenticated and delivered by the Registration Agent to the successful bidder and to execute, publish, and deliver all certificates and documents, including an official statement and closing certificates, as they shall deem necessary in connection with the sale and delivery of the Bonds. The County Mayor is hereby authorized to enter into or modify a contract with the Financial Advisor, for financial advisory services in connection with the sale of the Bonds and to enter into a contract with Bass, Berry & Sims PLC to serve as bond counsel in connection with the Bonds in substantially the form attached hereto as Exhibit E.

(h) The form of the Bond set forth in Section 6 hereof, shall be conformed to reflect any changes made pursuant to this Section 8 hereof.

Section 9. Disposition of Bond Proceeds. The proceeds of the sale of each series of the Bonds shall be applied by the County as follows:

(a) all accrued interest, if any, shall be deposited to the appropriate fund of the County to be used to pay interest on the Bonds on the first interest payment date following delivery of the Bonds;

(b) an amount, which together with investment earnings thereon and legally available funds of the County, if any, will be sufficient to prepay the Refunded Loan (subject to adjustments permitted by Section 8 above) shall be deposited with the Trustee under the Indenture to be held and applied as provided therein;

(c) an amount, which together with investment earnings thereon and legally available funds of the County, if any, sufficient to refund the Series 2013 Bond (subject to adjustments permitted by Section 8 above) shall be (i) transferred to the Escrow Agent under the Refunding Escrow Agreement to be deposited to the Escrow Fund established thereunder to be held and applied as provided therein; or (ii) transferred to the paying agent of the Outstanding Series 2013 Bond to be used to redeem the Outstanding Series 2013 Bond on the earliest practicable date following delivery of the Bonds, or any series thereof; and

(d) the remainder of the proceeds of the sale of the Bonds shall be used to pay the costs of issuance of the Bonds, including necessary legal, accounting and fiscal expenses, printing, engraving, advertising and similar expenses, bond insurance premium, if any, administrative and clerical costs, rating agency fees, Registration Agent fees, and other miscellaneous expenses incurred in connection with the issuance and sale of the Bonds.

Section 10. Official Statement. The County Mayor, the County's Director of Accounts and Budgets and the County Clerk, or any of them, are hereby authorized and directed to provide for the preparation and distribution, which may include electronic distribution, of a Preliminary Official Statement describing the Bonds. After bids have been received and the Bonds have been awarded, the County Mayor, the Director of Accounts and Budgets and the County Clerk, or any of them, shall make such completions, omissions, insertions and changes in the Preliminary Official Statement not inconsistent with this resolution as are necessary or desirable to complete it as a final Official Statement for purposes of Rule 15c2-12(e)(3) of the Securities and Exchange Commission. The County Mayor, the Director of Accounts and Budgets and the County Clerk, or any of them, shall arrange for the delivery to the successful bidder on the Bonds of a reasonable number of copies of the Official Statement within seven business days after the Bonds have been awarded for delivery, by the successful bidder on the Bonds, to each potential investor requesting a copy of the Official Statement and to each person to whom such bidder and members of his bidding group initially sell the Bonds.

The County Mayor, the Director of Accounts and Budgets and the County Clerk, or any of them, are authorized, on behalf of the County, to deem the Preliminary Official Statement and the Official Statement in final form, each to be final as of its date within the meaning of Rule 15c2-12(b)(1), except for the omission in the Preliminary Official Statement of certain pricing and other information allowed to be omitted pursuant to such Rule 15c2-12(b)(1). The distribution of the Preliminary Official Statement and the Official Statement in final form shall be conclusive evidence that each has been deemed in final form as of its date by the County except for the omission in the Preliminary Official Statement of such pricing and other information.

If the winning bidder or its purchaser or assignee does not intend to reoffer the Bonds to the public as evidenced by a certificate executed by the winning bidder and/or its purchaser or assignee, then

an Official Statement is authorized, but not required, as shall be determined by the County Mayor in consultation with the Financial Advisor and Bond Counsel.

Section 11. Refunding Escrow Agreement. For the purpose of providing for the payment of the principal of and interest on the Outstanding Series 2013 Bond, the County Mayor is hereby authorized and directed to execute and the County Clerk to attest on behalf of the County the Refunding Escrow Agreement with the Escrow Agent and to deposit with the Escrow Agent the amounts to be used by the Escrow Agent to purchase Government Securities as provided therein; provided, however, that the yield on such investments shall be determined in such manner that none of the Bonds will be an “arbitrage bond” within the meaning of Section 148 (a) of the Code. The form of the Refunding Escrow Agreement presented to this meeting and attached hereto as Exhibit B is hereby in all respects approved and the County Mayor and the County Clerk are hereby authorized and directed to execute and deliver same on behalf of the County in substantially the form thereof presented to this meeting, or with such changes as may be approved by the County Mayor and County Clerk, their execution thereof to constitute conclusive evidence of their approval of all such changes. The Escrow Agent is hereby authorized and directed to hold and administer all funds deposited in trust for the payment when due of principal of and interest on the Outstanding Series 2013 Bond and to exercise such duties as set forth in the Refunding Escrow Agreement.

Section 12. Prepayment of the Refunded Loan and the Redemption of the Outstanding Series B-5-A Bonds. (a) The County Mayor, the Director of Accounts and Budgets and the County Clerk, or any of them, are hereby authorized and directed to take all steps necessary to prepay the Refunded Loan, or any portions thereof, in accordance with the terms thereof, including, but not limited to, the execution and delivery of a prepayment notice for the Refunded Loan in the form attached hereto as Exhibit F.

Section 13. Notice of Refunding and Notice of Redemption. Prior to the issuance of the Bonds, or any series thereof, if required, notice of the County’s intention to refund the Outstanding Series 2013 Bond or notice of redemption of the Outstanding Series 2013 Bond, shall be given by the registration agent for the Outstanding Series 2013 Bond to be mailed by first-class mail, postage prepaid, to the registered holders thereof, as of the date of the notice, as shown on the bond registration records maintained by such registration agent of said Outstanding Series 2013 Bond. Such notices shall be in the form consistent with applicable law. The County Mayor, the County’s Director of Accounts and Budgets and the County Clerk, or any of them, is hereby authorized and directed to authorize the registration agent of said Refunded Bonds to give such notice on behalf of the County in accordance with this Section.

Section 14. Federal Tax Matters Related to the Bonds. The County recognizes that the purchasers and holders of the Bonds will have accepted them on, and paid therefor a price that reflects, the understanding that interest thereon is excluded from gross income for purposes of federal income taxation under laws in force on the date of delivery of the Bonds. Accordingly, the County agrees that it shall take no action that may render the interest on any of said Bonds subject to federal income taxation. It is the reasonable expectation of the Governing Body that the proceeds of the Bonds will not be used in a manner which will cause the Bonds to be “arbitrage bonds” within the meaning of Section 148(a) of the Internal Revenue Code of 1986, as amended (the “Code”), including any lawful regulations promulgated or proposed thereunder, and to this end the said proceeds of the Bonds and other related funds established for the purposes herein set out, shall be used and spent expeditiously for the purposes described herein. The Governing Body further covenants and represents that in the event it shall be required by Section 148(f) of the Code to pay any investment proceeds of the Bonds to the United States government, it will make such payments as and when required by said Section and will take such other actions as shall be necessary or permitted to prevent the interest on the Bonds from becoming subject to inclusion in the gross income for purposes of federal income taxation. The County Mayor and the Director of Accounts and Budgets are authorized and directed to make such certifications in this regard in connection with the

sale of the Bonds as any or all shall deem appropriate, and such certifications shall constitute a representation and certification of the County. Following the issuance of the Bonds, the Director of Accounts and Budgets is directed to administer the County's Federal Tax Compliance Policies and Procedures with respect to the Bonds.

Section 15. Discharge and Satisfaction of Bonds. If the County shall pay and discharge the indebtedness evidenced by any of the Bonds in any one or more of the following ways, to wit:

(a) By paying or causing to be paid, by deposit of sufficient funds as and when required with the Registration Agent, the principal of and interest on such Bonds as and when the same become due and payable;

(b) By depositing or causing to be deposited with any trust company or financial institution whose deposits are insured by the Federal Deposit Insurance Corporation or similar federal agency and which has trust powers ("an Agent"; which Agent may be the Registration Agent) in trust or escrow, on or before the date of maturity or redemption, sufficient money or Federal Obligations, as hereafter defined, the principal of and interest on which, when due and payable, will provide sufficient moneys to pay or redeem such Bonds and to pay interest thereon when due until the maturity or redemption date (provided, if such Bonds are to be redeemed prior to maturity thereof, proper notice of such redemption shall have been given or adequate provision shall have been made for the giving of such notice);

(c) By delivering such Bonds to the Registration Agent, for cancellation by it;

and if the County shall also pay or cause to be paid all other sums payable hereunder by the County with respect to such Bonds, or make adequate provision therefor, and by resolution of the Governing Body instruct any such Agent to pay amounts when and as required to the Registration Agent for the payment of principal of and interest on such Bonds when due, then and in that case the indebtedness evidenced by such Bonds shall be discharged and satisfied and all covenants, agreements and obligations of the County to the holders of such Bonds shall be fully discharged and satisfied and shall thereupon cease, terminate and become void.

If the County shall pay and discharge the indebtedness evidenced by any of the Bonds in the manner provided in either clause (a) or clause (b) above, then the registered owners thereof shall thereafter be entitled only to payment out of the money or Federal Obligations deposited as aforesaid.

Except as otherwise provided in this Section, neither Federal Obligations nor moneys deposited with the Registration Agent pursuant to this Section nor principal or interest payments on any such Federal Obligations shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal and interest on said Bonds; provided that any cash received from such principal or interest payments on such Federal Obligations deposited with the Registration Agent, (A) to the extent such cash will not be required at any time for such purpose, shall be paid over to the County as received by the Registration Agent and (B) to the extent such cash will be required for such purpose at a later date, shall, to the extent practicable, be reinvested in Federal Obligations maturing at times and in amounts sufficient to pay when due the principal and interest to become due on said Bonds on or prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments shall be paid over to the County, as received by the Registration Agent. For the purposes of this Section, Federal Obligations shall mean direct obligations of, or obligations, the principal of and interest on which are guaranteed by, the United States of America, or any agency thereof, obligations of any agency or instrumentality of the United States or any other obligations at the time of the purchase thereof are permitted investments under Tennessee Law for the purposes described in this Section, which

bonds or other obligations shall not be subject to redemption prior to their maturity other than at the option of the registered owner thereof.

Section 16. Continuing Disclosure. The County hereby covenants and agrees that it will provide annual financial information and material event notices as required by Rule 15c2-12 of the Securities Exchange Commission for the Bonds. The County Mayor is authorized to execute at the Closing of the sale of the Bonds, an agreement for the benefit of and enforceable by the owners of the Bonds specifying the details of the financial information and material event notices to be provided and its obligations relating thereto. Failure of the County to comply with the undertaking herein described and to be detailed in said closing agreement, shall not be a default hereunder, but any such failure shall entitle the owner or owners of any of the Bonds to take such actions and to initiate such proceedings as shall be necessary and appropriate to cause the County to comply with their undertaking as set forth herein and in said agreement, including the remedies of mandamus and specific performance.

Section 17. Qualified Tax-Exempt Obligations. The Governing Body hereby designates the Bonds, or any series thereof, as “qualified tax-exempt obligations”, to the extent the Bonds, or any series thereof, may be so designated, within the meaning of and pursuant to Section 265 of the Internal Revenue Code of 1986, as amended.

Section 18. Resolution a Contract. The provisions of this resolution shall constitute a contract between the County and the registered owners of the Bonds, and after the issuance of the Bonds, no change, variation or alteration of any kind in the provisions of this resolution shall be made in any manner until such time as the Bonds and interest due thereon shall have been paid in full.

Section 19. Separability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

Section 20. Repeal of Conflicting Resolutions and Effective Date. All other resolutions and orders, or parts thereof, in conflict with the provisions of this resolution are, to the extent of such conflict, hereby repealed and this resolution shall be in immediate effect from and after its adoption.

Adopted and approved this 21st day of April, 2014.

County Mayor

ATTEST:

County Clerk

Approved
Roan A. Varley
County Attorney

STATE OF TENNESSEE)

COUNTY OF GREENE)

I, Janie Fincher, certify that I am the duly qualified and acting Interim County Clerk of Greene County, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a regular meeting of the governing body of the County held on April 21, 2014; that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to the refunding of certain of the County's outstanding General Obligation Refunding Bonds.

WITNESS my official signature and seal of said County this ____ day of _____, 2014.

County Clerk

(SEAL)

EXHIBIT A

REPORT ON PLAN OF REFUNDING
(attached)

**REPORT OF THE DIRECTOR OF THE OFFICE OF STATE AND LOCAL FINANCE
CONCERNING THE PROPOSED ISSUANCE OF
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2014
GREENE COUNTY, TENNESSEE**

Greene County (the "County") submitted a plan of refunding (the "Plan"), as required by Tennessee Code Annotated § 9-21-903 regarding an issuance of approximately \$2,315,000 General Obligation Refunding Bonds, Series 2014 (the "Refunding Bonds"), to current refund by competitive sale an estimated:

- \$1,890,000 Local Government Public Improvement Bonds, Series B-5-A (the "Series B-5-A Bonds"); and
- \$380,000 General Obligation Refunding Bonds, Series 2013 (the "Series 2013 Bonds").

The Series B-5-A Bonds and Series 2013 Bonds are collectively the "Refunded Bonds." The total refunded principal is \$2,270,000.

The Plan was prepared with the assistance of the County's municipal advisor, Raymond James & Associates. The information presented in the Plan includes the assertions of the County and may not reflect either current market conditions or market conditions at the time of sale. An evaluation of the preparation, support, and underlying assumptions of the Plan has not been performed by this Office. This report provides no assurances of the reasonableness of the underlying assumptions. This report must be presented to the governing body prior to the adoption of a refunding bond resolution.

COUNTY'S PROPOSED REFUNDING OBJECTIVE

The County's Plan indicates the objective of this refunding is the restructuring of the County's principal payments and extension of the maturity schedule for the Series B-5-A Bonds by two years to reduce annual debt service payments and provide cost savings.

ISSUE: INSUFFICIENT REVENUES TO SUPPORT GENERAL DEBT SERVICE FUND PAYMENTS

The County is restructuring debt service payments through this refunding because revenues are not sufficient to support payment of the General Debt Service Fund's expenditures. Since fiscal year 2008, there have not been sufficient revenues in General Debt Service Fund to meet the County's expenditures.

In fiscal year 2013, the County's annual debt service and other expenditures exceeded revenues by \$365,944. The County entered into a \$140,395 nonconforming interfund tax and revenue anticipation note between the General Debt Service Fund and General Fund in order to pay its debt service in fiscal year 2013. The County's General Debt Service Fund balance at fiscal year end 2013 was (\$46,061). The County refunded the fiscal year 2014 debt service payment of the Series B-5-A Bonds to reduce General Debt Service Fund payments during 2014 and defer the payment to fiscal year 2017. Even with the deferral of the fiscal year 2014 debt service payment of the Series B-5-A Bonds to fiscal year 2017, the General Debt Service Fund may not have sufficient cash receipts in fiscal year 2014. The County must take action to immediately address its statutory requirement to have sufficient cash receipts to meet its Debt Service Fund cash payments for fiscal year 2014 and beyond.

The Office of State and Local Finance requested the County to provide, a plan to remedy the negative balance in its General Debt Service Fund and meet its debt service obligations, as well as a cash flow forecast for the Debt Service Fund for fiscal year 2015.

In response to the request from this Office, the County provided a plan for fiscal year 2015 to transfer \$150,000 from the General Fund to the General Debt Service Fund during fiscal year 2014 to correct the negative balance in the Debt Service Fund and to help pay debt service for fiscal year 2014. The County also provided a cash flow forecast for fiscal year 2015 which included an estimated 3 cent property tax increase for the Debt Service Fund and a \$50,000 transfer from the General fund. The transfer, tax increase, and the refunding and restructuring of the Refunded Bonds provides for the Debt Service Fund to end fiscal year 2015 with a positive balance of \$111,408. If the County fails to raise taxes or appropriate the transfer, the Debt Service Fund will not have sufficient cash to pay debt service for fiscal year 2015. Additionally, if the County experiences a shortfall in revenue collections for the Debt Service Fund for fiscal year 2015, it may need to increase the amounts transferred from other funds.

Going forward, the County should provide a Debt Service Fund cash flow forecast as a part of its annual budget process to insure that cash receipts are sufficient to meet debt service and other expenditures. To remain a Three-Star County the County will

need to produce an annual cash flow when borrowing money, but to meet statutory requirements, we recommend the County implement cash flow forecasting as an integral part of its budget and revenue estimating process.

REFUNDING ANALYSIS

- The County plans to issue an estimated \$2,315,000 Refunding Bonds priced at a premium of \$45,127.
- The estimated net present value savings for the refunding is \$173,890 or 7.66% of the \$2,270,000 refunded principal.
- The savings are generated by reducing the average coupon of the Refunded Bonds from 4.69% to an average coupon of 2.24% for the Refunding Bonds.
- Estimated cost of issuance of the Refunding Bonds is \$68,863 or \$29.75 per \$1,000 of par amount. See Table 1 for individual costs of issuance.

Table 1
Costs of Issuance of Refunding Bonds

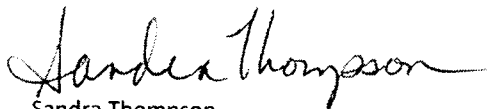
	Amount	Price per \$1,000 bond
Underwriter's Discount	\$ 17,362.50	\$ 7.50 *
Financial Advisor (Raymond James)	24,500.00	10.58
Bond Counsel (Bass Berry & Sims)	12,500.00	5.40
Other Costs (Includes \$10,500 for rating agency fees)	14,500.00	6.26
Total Cost of Issuance	\$ 68,862.50	\$ 29.75

* Subject to competitive bid

The County has identified Raymond James & Associates as its municipal advisor. Municipal advisors have a fiduciary responsibility to you, the issuer. Underwriters have no fiduciary responsibility to you. They represent the interests of their firm.

This report of the Office of State and Local Finance does not constitute approval or disapproval by the Office for the Plan or a determination that a refunding is advantageous or necessary nor that any of the refunded obligations should be called for redemption on the first or any subsequent available redemption date or remain outstanding until their respective dates of maturity. This report is based on information as presented in the Plan by the County. The assumptions included in the County's Plan may not reflect either current market conditions or market conditions at the time of sale.

If all of the Refunded Bonds are not refunded as a part of the Refunding Bonds, then a new plan must be submitted to this Office for review.



Sandra Thompson
Director of the Office of State and Local Finance
Date: April 11, 2014

EXHIBIT B

FORM OF REFUNDING ESCROW AGREEMENT
(attached)

REFUNDING ESCROW AGREEMENT

This Refunding Escrow Agreement is made and entered into as of the ____ day of _____, 2014 by and between Greene County, Tennessee (the "County"), and Regions Bank, Nashville, Tennessee (the "Agent").

WITNESSETH:

WHEREAS, the County has previously issued its General Obligation Refunding Bond, Series 2013 (Federally Taxable), dated July 26, 2013, maturing July 1, 2016 (the "Outstanding Bonds"); and

WHEREAS, the County has determined to provide for the refinancing of the Outstanding Bonds by depositing in escrow with the Agent funds as herein provided; and

WHEREAS, in order to obtain a portion of the funds to be applied as herein provided, the County has authorized and issued its General Obligation Refunding Bonds, Series [2014] (the "Refunding Bonds"); and

WHEREAS, a portion of the proceeds derived from the sale of the Refunding Bonds will be deposited[, along with other available monies of the County,] in escrow with the Agent hereunder and applied as herein provided; and

WHEREAS, in order to create the escrow hereinabove described, provide for the deposit of a portion of said Refunding Bond proceeds and other available monies of the County and the application thereof, and to provide for the payment of the debt service on the Outstanding Bonds, the parties hereto do hereby enter into this Agreement.

NOW, THEREFORE, the County, in consideration of the foregoing and the mutual covenants herein set forth, does by these presents hereby grant, warrant, demise, release, convey, assign, transfer, alien, pledge, set over and confirm, to the Agent, and to its successors hereunder, and to it and its assigns forever, in escrow, all and singular the property hereinafter described to wit:

DIVISION I

All right, title and interest of the County in and to \$_____ (consisting of \$_____ derived from the proceeds of the sale of the Refunding Bonds and \$_____ other available monies of the County).

DIVISION II

Any and all other property of every kind and nature from time to time hereafter, by delivery or by writing of any kind, conveyed, pledged, assigned or transferred in escrow hereunder by the County or by anyone in its behalf to the Agent, which is hereby authorized to receive the same at any time to be held in escrow hereunder.

DIVISION III

All property that is by the express provisions of this Agreement required to be subject to the pledge hereof and any additional property that may, from time to time hereafter, by delivery or by writing of any kind, be subject to the pledge hereof, by the County or by anyone in its behalf, and the Agent is hereby authorized to receive the same at any time to be held in escrow hereunder.

TO HAVE AND TO HOLD, all and singular, the escrowed property, including all additional property which by the terms hereof has or may become subject to this Agreement, unto the Agent, and its successors and assigns, forever.

ARTICLE I

DEFINITIONS AND CONSTRUCTION

SECTION 1.01. Definitions. In addition to words and terms elsewhere defined in this Agreement, the following words and terms as used in this Agreement shall have the following meanings, unless some other meaning is plainly intended:

“Agent” means Regions Bank, Nashville, Tennessee, its successors and assigns.

“Agreement” means this Refunding Escrow Agreement, dated as of the date of the Refunding Bonds, between the County and the Agent.

“County” means the Greene County, Tennessee.

“Escrow Fund” shall have the meaning ascribed to it in Section 2.01 hereof.

“Escrow Property”, “escrow property” or “escrowed property” means the property, rights and interest of the County that are described in Divisions I through III of this Agreement and hereinabove conveyed in escrow to the Agent.

“Outstanding Bond” has the meanings in the recitals hereto.

“Refunding Bonds” has the meanings in the recitals hereto.

“Written Request” shall mean a request in writing signed by the County Mayor of the County or by any other officer or official of the County duly authorized by the County to act in his place.

SECTION 1.02. Construction. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Words importing the singular number shall include the plural number and vice versa unless the context shall otherwise indicate. The word “person” shall include corporations, associations, natural persons and public bodies unless the context shall otherwise indicate. Reference to a person other than a natural person shall include its successors.

ARTICLE II

ESTABLISHMENT AND ADMINISTRATION OF FUNDS

SECTION 2.01. Creation of Escrow; Deposit of Funds. The County hereby creates and establishes with the Agent a special and irrevocable escrow composed of the Escrowed Property and hereby deposits with the Agent and the Agent hereby acknowledges receipt of \$_____ as described in Division I hereof. The monies so deposited, together with investment income therefrom, is herein referred to as the “Escrow Fund” and shall constitute a fund to be held by the Agent as a part of the Escrowed Property created, established, and governed by this Agreement.

SECTION 2.02. Investment of Funds. The monies described in Section 2.01 hereof shall be held or invested as follows:

(i) the amount of \$_____ shall be used to purchase the Government Securities described on Exhibit B attached hereto; and

(ii) the amount of \$_____ shall be held as cash in a non-interest-bearing account.

Except as provided in Sections 2.04 and 2.06 hereof, the investment income from the Government Securities in the Escrow Fund shall be credited to the Escrow Fund and shall not be reinvested. The Agent shall have no power or duty to invest any monies held hereunder or to make substitutions of Government Securities held hereunder or to sell, transfer, or otherwise dispose of the Government Securities acquired hereunder except as provided herein.

SECTION 2.03. Disposition of Escrow Funds. The Agent shall without further authorization or direction from the County collect the principal on the Government Securities promptly as the same shall fall due. From the Escrow Fund, to the extent that monies therein are sufficient for such purpose, the Agent shall make timely payments to the proper paying agent or agents, or their successors, for the Outstanding Bond of monies sufficient for the payment of the principal of and interest on the Outstanding Bond as the same shall become due and payable. Amounts and dates of principal and interest payments and the name and address of the paying agent with respect to the Outstanding Bond are set forth on Exhibit A. Payment on the dates and to the paying agent in accordance with Exhibit A shall constitute full performance by the Agent of its duties hereunder with respect to each respective payment. The County represents and warrants that the Escrow Fund, if held, invested and disposed of by the Agent in accordance with the provisions of this Agreement, will be sufficient to make the foregoing payments. No paying agent fees, fees and expenses of the Agent, or any other costs and expenses associated with the Refunding Bonds or the Outstanding Bond shall be paid from the Escrow Fund, and the County agrees to pay all such fees, expenses, and costs from its legally available funds as such payments become due. When the Agent has made all required payments of principal and interest on the Outstanding Bond to the paying agent as hereinabove provided, the Agent shall transfer any monies or Government Securities then held hereunder to the County and this Agreement shall terminate.

SECTION 2.04. Excess Funds. Except as provided in Section 2.06 hereof, amounts held by the Agent, representing interest on the Government Securities in excess of the amount necessary to make the corresponding payment of principal and/or interest on the Outstanding Bond, shall be held by the Agent without interest and shall be applied before any other Escrow Fund monies to the payment of the next ensuing principal and/or interest payment on the Outstanding Bond. Upon retirement of all the Outstanding Bonds, the Agent shall pay any excess amounts remaining in the Escrow Fund to the County.

SECTION 2.05. Reports. The Escrow Agent shall deliver to the County Clerk of the County a monthly report summarizing all transactions relating to the Escrow Fund; and on or before the first day of August of each year shall deliver to the County Clerk and the Director of Accounts and Budgets a report current as of June 30 of that year, which shall summarize all transactions relating to the Escrow Fund effected during the immediately preceding fiscal year of the County and which also shall set forth all assets in the Escrow Fund as of June 30 and set forth opening and closing balances thereof for that fiscal year.

SECTION 2.06. Investment of Moneys Remaining in Escrow Fund. The Agent may invest and reinvest any monies remaining from time to time in the Escrow Fund until such time as they are needed. Such monies shall be invested in Government Obligations, maturing no later than the next interest payment date of the Outstanding Bonds, or for such periods or at such interest rates as the Agent shall be directed by Written Request, provided, however, that the County shall furnish the Agent, as a condition precedent to such investment, with an opinion from nationally recognized bond counsel stating that such reinvestment of such monies will not, under the statutes, rules and regulations then in force and applicable

to obligations issued on the date of issuance of the Refunding Bonds, cause the interest on the Refunding Bonds or the Outstanding Bond not to be excluded from gross income for Federal income tax purposes and that such investment is not inconsistent with the statutes and regulations applicable to the Refunding Bonds or the Outstanding Bond. Any interest income resulting from reinvestment of monies pursuant to this Section 2.06 shall be applied first to the payment of principal of and interest on the Outstanding Bonds to the extent the Escrow is or will be insufficient to retire the Outstanding Bond as set forth on Exhibit A and any excess shall be paid to the County to be applied to the payment of the Refunding Bonds or the expenses of issuance thereof.

SECTION 2.07. Irrevocable Escrow Created. The deposit of monies in the Escrow Fund shall constitute an irrevocable deposit of said monies for the benefit of the holder of the Outstanding Bond except as provided herein with respect to amendments permitted under Section 4.01 hereof. All the funds and accounts created and established pursuant to this Agreement shall be and constitute escrow funds for the purposes provided in this Agreement and shall be kept separate and distinct from all other funds of the County and the Agent and used only for the purposes and in the manner provided in this Agreement.

SECTION 2.08. Redemption of the Outstanding Bonds. Unless notice of redemption has been given to the holders of the Outstanding Bond prior to delivery of the Refunding Bonds, the Outstanding Bond shall be redeemed as stated on Exhibit C attached hereto. The Agent is authorized to give notice to the paying agent for the Outstanding Bond not less than 45 days prior to the stated respective redemption dates of the Outstanding Bond directing the paying agent bank to give notice to the holders of the Outstanding Bond as and when required by the resolution authorizing the Outstanding Bond.

ARTICLE III

CONCERNING THE AGENT

SECTION 3.01. Appointment of Agent. The County hereby appoints the Agent as escrow agent under this Agreement.

SECTION 3.02. Acceptance by Agent. By execution of this Agreement, the Agent accepts the duties and obligations as Agent hereunder. The Agent further represents that it has all requisite power, and has taken all corporate actions necessary to execute the escrow hereby created.

SECTION 3.03. Liability of Agent. The Agent shall be under no obligation to inquire into or be in any way responsible for the performance or nonperformance by the County or any paying agent of its obligations, or to protect any of the County's rights under any bond proceedings or any of the County's other contracts with or franchises or privileges from any state, county, municipal or other governmental agency or with any person. The Agent shall not be liable for any act done or step taken or omitted to be taken by it, or for any mistake of fact or law, or anything which it may do or refrain from doing, except for its own negligence or willful misconduct in the performance or nonperformance of any obligation imposed upon it hereunder. The Agent shall not be responsible in any manner whatsoever for the recitals or statements contained herein or in the Outstanding Bond or in the Refunding Bonds or in any proceedings taken in connection therewith, but they are made solely by the County. The Agent shall have no lien whatsoever upon any of the monies or investments in the Escrow Fund for the payment of fees and expenses for services rendered by the Agent under this Agreement.

The Agent shall not be liable for the accuracy of the calculations as to the sufficiency of Escrow Fund monies and Government Securities and the earnings thereon to pay the Outstanding Bond. So long as the Agent applies any monies, the Government Securities to pay the Outstanding Bond as provided herein, and complies fully with the terms of this Agreement, the Agent shall not be liable for any

deficiencies in the amounts necessary to pay the Outstanding Bond caused by such calculations. The Agent shall not be liable or responsible for any loss resulting from any investment made pursuant to this Agreement and in full compliance with the provisions hereof.

In the event of the Agent's failure to account for any of the Government Securities or monies received by it, said Government Securities or monies shall be and remain the property of the County in escrow for the benefit of the holders of the Outstanding Bond, as herein provided, and if for any improper reason such Government Securities or monies are applied to purposes not provided for herein or misappropriated by the Agent, the assets of the Agent shall be impressed with a trust for the amount thereof until the required application of such funds shall be made or such funds shall be restored to the Escrow Fund.

SECTION 3.04. Permitted Acts. The Agent and its affiliates may become the owner of or may deal in the Refunding Bonds as fully and with the same rights as if it were not the Agent.

SECTION 3.05. Exculpation of Funds of Agent. Except as set forth in Section 3.03, none of the provisions contained in this Agreement shall require the Agent to use or advance its own funds or otherwise incur personal financial liability in the performance of any of its duties or the exercise of any of its rights or powers hereunder. The Agent shall be under no liability for interest on any funds or other property received by it hereunder, except as herein expressly provided.

SECTION 3.06. Qualifications of Agent. There shall at all times be an Agent hereunder that shall be a corporation or banking association organized and doing business under the laws of the United States or any state, located in the State of Tennessee, authorized under the laws of its incorporation to exercise the powers herein granted, having a combined capital, surplus, and undivided profits of at least \$75,000,000 and subject to supervision or examination by federal or state authority. If such corporation or association publishes reports of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this paragraph the combined capital, surplus, and undivided profits of such corporation or association shall be deemed to be its combined capital, surplus, and undivided profits as set forth in its most recent report of condition as published. In case at any time the Agent shall cease to be eligible in accordance with the provisions of this section, the Agent shall resign immediately in the manner and with the effect specified herein.

SECTION 3.07. Payment to Agent. The County agrees to pay the Agent, as reasonable and proper compensation under this Agreement the sum of \$_____. The Agent shall be entitled to reimbursement of all advances, counsel fees and expenses, and other costs made or incurred by the Agent in connection with its services and/or its capacity as Agent or resulting therefrom. In addition, the County agrees to pay to the Agent all out-of-pocket expenses and costs of the Agent incurred by the Agent in the performance of its duties hereunder, including all publication, mailing and other expenses associated with the payment of debt service of the Outstanding Bonds; provided, however, that, to the extent permitted by applicable law, the County agrees to indemnify the Agent and hold it harmless against any liability which it may incur while acting in good faith in its capacity as Agent under this Agreement, including, but not limited to, any court costs and attorneys' fees, and such indemnification shall be paid from available funds of the County and shall not give rise to any claim against the Escrow Fund.

SECTION 3.08. Resignation of Agent. The Agent may at any time resign by giving direct written notice to the County and by giving the holder of the Outstanding Bonds by first-class mail of such resignation. Upon receiving such notice of resignation, the County shall promptly appoint a successor escrow agent by resolution of its governing body. If no successor escrow agent shall have been appointed and have accepted appointment within thirty (30) days after the publication of such notice of resignation, the resigning Agent may petition any court of competent jurisdiction located in Greene County,

Tennessee, for the appointment of a successor, or any holder of the Outstanding Bonds may, on behalf of himself and others similarly situated, petition any such court for the appointment of a successor. Such court may thereupon, after such notice, if any, as it may deem proper, appoint a successor meeting the qualifications set forth in Section 3.06. The Agent shall serve as escrow agent hereunder until its successor shall have been appointed and such successor shall have accepted the appointment.

SECTION 3.09. Removal of Agent. In case at any time the Agent shall cease to be eligible in accordance with the provisions of Section 3.06 hereof and shall fail to resign after written request therefor by the County or by any holder of the Outstanding Bond or the Agent shall become incapable of acting or shall be adjudged a bankrupt or insolvent or a receiver of the Agent or any of its property shall be appointed, or any public officer shall take charge or control of the Agent or its property or affairs for the purpose of rehabilitation, conservation, or liquidation, then in any such case, the County may remove the Agent and appoint a successor by resolution of its governing body or any such holder may, on behalf of himself and all others similarly situated, petition any court of competent jurisdiction situated in the County for the removal of the Agent and the appointment of a successor. Such court may thereupon, after such notice, if any, as it may deem proper, remove the Agent and appoint a successor who shall meet the qualifications set forth in Section 3.08. Unless incapable of serving, the Agent shall serve as escrow agent hereunder until its successor shall have been appointed and such successor shall have accepted the appointment.

Any resignation or removal of the Agent and appointment of a successor pursuant to any of the provisions of this Agreement shall become effective upon acceptance of appointment by the successor as provided in Section 3.10 hereof.

SECTION 3.10. Acceptance by Successor. Any successor escrow agent appointed as provided in this Agreement shall execute, acknowledge and deliver to the County and to its predecessor an instrument accepting such appointment hereunder and agreeing to be bound by the terms hereof, and thereupon the resignation or removal of the predecessor shall become effective and such successor, without any further act, deed or conveyance, shall become vested with all the rights, powers, duties and obligations of its predecessor, with like effect as if originally named as Agent herein; but, nevertheless, on Written Request of the County or the request of the successor, the predecessor shall execute and deliver an instrument transferring to such successor all rights, powers and escrow property of the predecessor. Upon request of any such successor, the County shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor all such rights, powers and duties. No successor shall accept appointment as provided herein unless at the time of such acceptance such successor shall be eligible under the provisions of Section 3.07 hereof.

Any corporation into which the Agent may be merged or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which the Agent shall be a party, or any corporation succeeding to the business of the Agent, shall be the successor of the Agent hereunder without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding, provided that such successor shall be eligible under the provisions of Section 3.07 hereof.

ARTICLE IV

MISCELLANEOUS

SECTION 4.01. Amendments to this Agreement. This Agreement is made for the benefit of the County, the holders from time to time for the Outstanding Bond and it shall not be repealed, revoked, altered or amended without the written consent of all such holders, the Agent and the County; provided,

however, that the County and the Agent may, without the consent of, or notice to, such holders, enter into such agreements supplemental to this Agreement as shall not adversely affect the rights of such holders and as shall not be inconsistent with the terms and provisions of this Agreement, for any one or more of the following purposes:

- (a) to cure any ambiguity or formal defect or omission in this Agreement;
- (b) to grant to, or confer upon, the Agent for the benefit of the holder[s] of the Outstanding Bond any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such holders or the Agent; and
- (c) to subject to this Agreement additional funds, securities or properties.

The Agent shall be entitled to rely exclusively upon an unqualified opinion of nationally recognized bond counsel with respect to compliance with this Section, including the extent, if any, to which any change, modification, addition or elimination affects the rights of the holder of the Outstanding Bonds or that any instrument executed hereunder complies with the conditions and provisions of this Section.

Notwithstanding the foregoing or any other provision of this Agreement, upon Written Request and upon compliance with the conditions hereinafter stated, the Agent shall have the power to and shall, in simultaneous transactions, sell, transfer, otherwise dispose of or request the redemption of the Government Obligations held hereunder and to substitute therefor direct obligations of, or obligations the principal of and interest on which are fully guaranteed by the United States of America, subject to the condition that such monies or securities held by the Agent shall be sufficient to pay principal of, premium, if any, and interest on the Outstanding Bonds. The County hereby covenants and agrees that it will not request the Agent to exercise any of the powers described in the preceding sentence in any manner which will cause the Refunding Bonds or Outstanding Bond to be arbitrage bonds within the meaning of Section 148 of the Code in effect on the date of such request and applicable to obligations issued on the issue date of the Refunding Bonds. The Agent shall purchase such substituted securities with the proceeds derived from the maturity, sale, transfer, disposition or redemption of the Government Obligations held hereunder or from other monies available. The transactions may be effected only if there shall have been submitted to the Agent: (1) an independent verification by a nationally recognized independent certified public accounting firm concerning the adequacy of such substituted securities with respect to principal and the interest thereon and any other monies or securities held for such purpose to pay when due the principal of, premium, if any, and interest on the Outstanding Bond in the manner required by the proceedings which authorized their issuance; and (2) an opinion from nationally recognized bond counsel to the effect that the disposition and substitution or purchase of such securities will not, under the statutes, rules and regulations then in force and applicable to obligations issued on the date of issuance of the Refunding Bonds, or Outstanding Bond cause the interest on the Refunding Bonds not to be exempt from Federal income taxation. Any surplus monies resulting from the sale, transfer, other disposition or redemption of the Government Obligations held hereunder and the substitutions therefor of direct obligations of, or obligations the principal of and interest on which is fully guaranteed by, the United States of America, shall be released from the Escrow Fund and shall be transferred to the County.

SECTION 4.02. Severability. If any provision of this Agreement shall be held or deemed to be invalid or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

SECTION 4.03. Governing Law. This Agreement shall be governed and construed in accordance with the law of the State of Tennessee.

SECTION 4.04. Notices. Any notice, request, communication or other paper shall be sufficiently given and shall be deemed given when delivered or mailed by Registered or Certified Mail, postage prepaid, or sent by telegram as follows:

To the County:

Greene County, Tennessee
204 North Cutler Street, Suite 206
Greeneville, TN 37745
Attn: County Mayor

To the Agent:

Regions Bank
Corporate Trust Services
150 Fourth Avenue North, Suite 900
Nashville, Tennessee 37219

The County and the Agent may designate in writing any further or different addresses to which subsequent notices, requests, communications or other papers shall be sent.

SECTION 4.05. Agreement Binding. All the covenants, promises and agreements in this Agreement contained by or on behalf of the parties shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

SECTION 4.06. Termination. This Agreement shall terminate when all transfers and payments required to be made by the Agent under the provisions hereof shall have been made.

SECTION 4.07. Execution by Counterparts. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

Signatures on Following Page

IN WITNESS WHEREOF, the County has caused this Agreement to be signed in its name by its County Mayor and attested by its County Clerk and the official seal of the County to be impressed hereon, and the Agent has caused this Agreement to be signed in its corporate name by its duly authorized officer, all as of the day and date first above written.

GREENE COUNTY, TENNESSEE

By: _____
County Mayor

(SEAL)

County Clerk

REGIONS BANK
as Escrow Agent

By: _____
Title: _____

EXHIBIT A

Greene County, Tennessee

Debt Service of 2013 General Obligation Refunding Bond, Series 2013 (Federally Taxable), in the original aggregate principal amount of \$_____ to the Redemption Date

Paying Agent: Greene County Clerk

EXHIBIT B

Government Securities
Certificate of Indebtedness
U.S. State and Local Government Series

Amount

Interest Rate

Maturity Date

Issue Date

Total Cost of Securities: \$ _____
Initial Cash Deposit: \$ _____

EXHIBIT C

NOTICE OF REDEMPTION
GREENE COUNTY, TENNESSEE

NOTICE IS HEREBY GIVEN that Greene County, Tennessee (the "County"), has elected to and does exercise its option to call and redeem on _____, 2014 all the County's outstanding bond (the "Outstanding Bond") as follows:

**General Obligation Refunding Bond, Series 2013 (Federally Taxable), dated July 26,
2013, maturing on July 1, 2016**

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
----------------------	-------------------------	----------------------

The owner of the above-described Outstanding Bond is hereby notified to present the same to the office of the Greene County Clerk, 204 North Cutler Street, Greeneville, Tennessee 37745, where redemption shall be made at the redemption price of par, plus interest accrued to the redemption date:

The redemption price will become due and payable on _____, 2014, upon each such Bond herein called for redemption and such Bond shall not bear interest beyond _____, 2014.

Important Notice: Withholding of 28% of gross redemption proceeds of any payment made within the United States may be required by the Economic Growth and Tax Relief Reconciliation Act of 2003 (the "Act"), unless the Paying Agent has the correct taxpayer identification number (social security or employer identification number) or exemption certificate of the payee. Please furnish a properly completed W-9 or exemption certificate or equivalent when presenting your securities.

Greene County Clerk
Registration and Paying Agent

EXHIBIT C

PRELIMINARY DEBT SERVICE SCHEDULE

Preliminary

Greene County, Tennessee

\$2,400,000 General Obligation Refunding Bonds, Series 2014

Refunding of B-5-A Loan and Series 2013

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
06/01/2015	235,000.00	2.000%	47,334.38	282,334.38
06/01/2016	185,000.00	2.000%	46,937.50	231,937.50
06/01/2017	255,000.00	2.000%	43,237.50	298,237.50
06/01/2018	275,000.00	2.000%	38,137.50	313,137.50
06/01/2019	285,000.00	2.000%	32,637.50	317,637.50
06/01/2020	290,000.00	2.000%	26,937.50	316,937.50
06/01/2021	295,000.00	2.250%	21,137.50	316,137.50
06/01/2022	290,000.00	2.500%	14,500.00	304,500.00
06/01/2023	290,000.00	2.500%	7,250.00	297,250.00
Total	\$2,400,000.00	-	\$278,109.38	\$2,678,109.38

Yield Statistics

Bond Year Dollars	\$12,430.00
Average Life	5.179 Years
Average Coupon	2.2374045%
Net Interest Cost (NIC)	2.3822154%
True Interest Cost (TIC)	2.3896776%
Bond Yield for Arbitrage Purposes	2.2329971%
All Inclusive Cost (AIC)	2.8471280%

IRS Form 8038

Net Interest Cost	2.2374045%
Weighted Average Maturity	5.179 Years

EXHIBIT D

GREENE COUNTY, TENNESSEE

Approximately \$2,400,000* General Obligation Refunding Bonds, Series 2014

Consistent with the terms of the County's formally adopted Debt Management Policy and in the interest of full transparency, the following disclosure is made with respect to the sale and issuance of the Bonds.

The services, service providers and estimated costs related to the sale and issuance of the Bonds are as follows:

<u>Service</u>	<u>Provider</u>	<u>Estimated Total⁽¹⁾</u>
Financial Advisor:	Raymond James	\$24,500
Bond Counsel:	Bass Berry & Sims PLC	12,500
Rating Agency:	Moody's Investors Service, Inc.	10,500
POS/OS Preparation; Publication; Dissemination, Legal Advertising, etc.	Raymond James; I-deal prospectus; TBD contract printer	2,500
Registration, Paying and Escrow Agent:	Regions Corporate Trust	1,250
Other (Estimated):	Miscellaneous	<u>250</u>
Total:		<u>\$51,500</u>

Underwriter's compensation for the Bonds will be determined at the time of the competitive public sale based on actual bids received. Since we are your Financial Advisor, Raymond James will not be a bidder. It is estimated that such compensation will be between \$6.00/\$1,000 to \$7.50/\$1,000* of the final par amount of the Bonds actually issued. We have used the higher number in our pro-forma in order to be conservative.

A State Form CT-0253 depicting the actual costs of issuance and actual underwriter's compensation will be prepared and executed at closing and delivery of the Bonds, presented to the Board at their next scheduled meeting following the delivery of the Bonds and filed with the Tennessee Comptroller of the Treasury's Director of State and Local Finance in a timely fashion as required by prevailing State law.

⁽¹⁾ Estimated and subject to adjustment and revision based on final sizing and invoices, etc.

* Subject to adjustment and revision based on actual bids received

EXHIBIT E

FORM OF ENGAGEMENT LETTER
(attached)

LETTERHEAD OF BASS, BERRY & SIMS PLC

April 21, 2014

Greene County, Tennessee
204 North Cutler Street, Suite 206
Greeneville, Tennessee 37745
Attention: Alan Broyles, County Mayor

**Re: Issuance of Not to Exceed \$2,400,000 in Aggregate Principal Amount of
General Obligation Refunding Bonds.**

Dear Mayor:

The purpose of this engagement letter is to set forth certain matters concerning the services we will perform as bond counsel to Greene County, Tennessee (the "Issuer"), in connection with the issuance of the above-referenced bonds (the "Bonds"). We understand that the Bonds are being issued for the purpose of providing funds necessary to refinance all or a portion of certain of the Issuer's outstanding obligations and to pay costs of issuance of the Bonds, as more fully set forth in the resolution adopted by the County Commission on April 21, 2014. We further understand that the Bonds will be sold at a competitive public sale.

SCOPE OF ENGAGEMENT

In this engagement, we expect to perform the following duties:

1. Subject to the completion of proceedings to our satisfaction, render our legal opinion (the Bond Opinion) regarding the validity and binding effect of the Bonds, the source of payment and security for the Bonds, and the excludability of interest on the Bonds from gross income for federal income tax purposes.
2. Prepare and review documents necessary or appropriate for the authorization, issuance and delivery of the Bonds, coordinate the authorization and execution of such documents, and review enabling legislation.
3. Assist the Issuer in seeking from other governmental authorities such approvals, permissions and exemptions as we determine are necessary or appropriate in connection with the authorization, issuance, and delivery of the Bonds, except that we will not be responsible for any required blue-sky filings.
4. Review legal issues relating to the structure of the Bond issue.
5. Draft those sections of the official statement to be disseminated in connection with the sale of the Bonds, describing the Bond Opinion, the terms of and security for the Bonds, and the treatment of the Bonds and interest thereon under state and federal tax law.

6. Assist the Issuer in presenting information to bond rating organizations and providers of credit enhancement relating to legal issues affecting the issuance of the Bonds, if requested.
7. Prepare and review the notice of sale pertaining to the competitive sale of the Bonds, if any, and review the bond purchase agreement, if sold at negotiated sale.
8. Draft the continuing disclosure undertaking of the Issuer.

Our Bond Opinion will be addressed to the Issuer and will be delivered by us on the date the Bonds are exchanged for their purchase price (the "Closing").

The Bond Opinion will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Issuer with applicable laws relating to the Bonds. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security. We understand that you will direct members of your staff and other employees of the Issuer to cooperate with us in this regard.

Our duties in this engagement are limited to those expressly set forth above. Among other things, our duties do not include:

- a. Except as described in paragraph (5) above,
 - 1) Assisting in the preparation or review of an official statement or any other disclosure document with respect to the Bonds, or
 - 2) Performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document, or
 - 3) Rendering advice that the official statement or other disclosure documents
 - a) Do not contain any untrue statement of a material fact or
 - b) Do not omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.
- b. Preparing requests for tax rulings from the Internal Revenue Service, or no action letters from the Securities and Exchange Commission.
- c. Preparing blue sky or investment surveys with respect to the Bonds.
- d. Drafting state constitutional or legislative amendments.
- e. Pursuing test cases or other litigation, (such as contested validation proceedings).
- f. Making an investigation or expressing any view as to the creditworthiness of the Issuer or the Bonds.

- g. Except as described in paragraph 8 above, assisting in the preparation of, or opining on, a continuing disclosure undertaking pertaining to the Bonds or, after Closing, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking.
- h. Representing the Issuer in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.
- i. After Closing, providing continuing advice to the Issuer or any other party concerning any actions necessary to assure that interest paid on the Bonds will continue to be excludable from gross income for federal income tax purposes (e.g., our engagement does not include rebate calculations for the Bonds).
- j. Addressing any other matter not specifically set forth above that is not required to render our Bond Opinion.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter, the Issuer will be our client and an attorney-client relationship will exist between us. We assume that all other parties will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction. We further assume that all other parties understand that in this transaction we represent only the Issuer, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as bond counsel are limited to those contracted for in this letter; the Issuer's execution of this engagement letter will constitute an acknowledgment of those limitations. Our representation of the Issuer will not affect, however, our responsibility to render an objective Bond Opinion. Please note that, in our representation of the Issuer, we will not act as a "municipal advisor", as such term is defined in the Securities Exchange Act of 1934, as amended.

Our representation of the Issuer and the attorney-client relationship created by this engagement letter will be concluded upon issuance of the Bonds. Nevertheless, subsequent to Closing, we will mail the appropriate Internal Revenue Service Forms 8038-G, and prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Bonds.

As you are aware, our firm represents many political subdivisions, companies and individuals. It is possible that during the time that we are representing the Issuer, one or more of our present or future clients will have transactions with the Issuer. It is also possible that we may be asked to represent, in an unrelated matter, one or more of the entities involved in the issuance of the Bonds. We currently represent Raymond James & Associates, Inc. in matters unrelated to the Bonds. We do not believe such representation, if it occurs, will adversely affect our ability to represent you as provided in this letter, either because such matters will be sufficiently different from the issuance of the Bonds as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Bonds. From time to time, our firm represents Stephens Inc. in matters unrelated to the Bonds. We believe this representation fits within the foregoing description. Execution of this letter will signify the Issuer's consent to such representation of the Financial Advisor and to our representation of others consistent with the circumstances described in this paragraph.

FEES

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing represented by the Bonds; (ii) the duties we will undertake pursuant to this engagement letter; (iii) the time we anticipate devoting to the financings; and (iv) the responsibilities we will assume in connection therewith, we estimate that our fee will be \$12,500 for the Bonds. Our fees may vary: (a) if the principal amount of Bonds actually issued differs significantly from the amounts stated above; (b) if material changes in the structure or schedule of the respective financings occur; or (c) if unusual or unforeseen circumstances arise which require a significant increase in our time or responsibility. If, at any time, we believe that circumstances require an adjustment of our original fee estimates, we will advise you and prepare and provide to you an amendment to this engagement letter. The fees quoted above will include all out-of-pocket expenses advanced for your benefit, such as travel costs, photocopying, deliveries, long distance telephone charges, telecopier charges, filing fees, computer-assisted research and other expenses.

If, for any reason, the financing represented by the Bonds is completed without the delivery of our Bond Opinion as bond counsel or our services are otherwise terminated, we will expect to be compensated at our normal rates for the time actually spent on your behalf plus client charges as described above unless we have failed to meet our responsibilities under this engagement, but in no event will our fees exceed \$12,500.

RECORDS

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. All goods, documents, records, and other work product and property produced during the performance of this engagement are deemed to be Issuer's property. We agree to maintain documentation for all charges against the Issuer. Our books, records, and documents, insofar as they relate to work performed or money received under this engagement, shall be maintained for a period of three (3) full years from the respective Closings and will be subject to audit, at any reasonable time and upon reasonable notice by the Issuer or its duly appointed representatives.

OTHER MATTERS

We have not retained any persons to solicit or secure this engagement from the Issuer upon an agreement or understanding for a contingent commission, percentage, or brokerage fee. We have not offered any employee of the Issuer a gratuity or an offer of employment in connection with this engagement and no employee has requested or agreed to accept a gratuity or offer of employment in connection with this engagement.

Any modification or amendment to this Engagement Letter must be in writing, executed by us and contain the signatures of the Issuer. The validity, construction and effect of this Engagement Letter and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Any action between the parties arising from this Engagement Letter shall be maintained in the state or federal courts of Davidson County, Tennessee.

CONCLUSION

If the foregoing terms are acceptable to you, please so indicate by returning the enclosed copy of this engagement letter dated and signed by an authorized officer, retaining the original for your files. We look forward to working with you.

GREENE COUNTY, TENNESSEE:

BASS, BERRY & SIMS PLC:

By: _____
Alan Broyles, County Mayor

By: _____
Karen S. Neal, Member

EXHIBIT F
FORM OF PREPAYMENT NOTICE
(County's Letterhead)

_____, 2014

VIA REGISTERED OR CERTIFIED MAIL

Caroline Oakes **(and via fax 615-770-4350)**

Regions Bank, as Trustee
Corporate Trust Services
150 Fourth Avenue North, Suite 900
Nashville, Tennessee 37219

Joe Ayres **(and via fax 865-777-5836)**

TN-LOANS Program Administrators, Inc.
11400 Parkside Drive
Suite 110
Knoxville, TN 37934

Financial Guaranty Insurance Company

Re: Notice of Prepayment in of:

Series B-5-A Loan Agreement, dated as of May 1, 2004 (the "Outstanding Loan Agreement"), between Greene County, Tennessee (the "County") and The Public Building Authority of Blount County, Tennessee (the "Authority");

Ladies and Gentlemen:

Pursuant to Article 6.03 of the Outstanding Loan Agreement, the County hereby gives the following notice of its intent to prepay, in part, its:

Series B-5-A Loan Agreement

Prepayment Date: On or before _____, 201_

Principal Amount of Prepayment: \$ _____

Related Bonds: Local Government Public Improvement Bonds, Series B-5-A, dated May 1, 2004, of The Public Building Authority of Blount County, Tennessee maturing June 1, 2015 through June 1, 2021, inclusive

Bond Redemption Date: [June 1, 2014]

The County hereby directs the Administrator to instruct the Trustee as to the investment of the funds to be deposited and the amount of the Optional Prepayment Price required to be paid by the Borrower.

All questions should be directed to _____, _____, _____,
Greeneville, Tennessee _____, telephone number (____) _____.

Very truly yours,

County Mayor
Greene County, Tennessee

12947796.1

**A RESOLUTION OF THE GREENE COUNTY LEGISLATIVE
BODY AUTHORIZING A PAYMENT OF \$500.00 EACH ELECTION YEAR TO BE
PAID TO EACH COMMUNITY CENTER BUILDING, RUITAN AND COUNTY
VOLUNTEER FIRE DEPARTMENT OR RESCUE SQUAD AND CHURCH FOR
UPKEEP, MAINTENANCE AND REPAIRS ON THE BUILDING USED AS VOTING
PRECINCT OR FACILITY**

WHEREAS, the Greeneville Rescue Squad Building and the following Community Center Buildings and County Volunteer Fire Departments are used as polling places in Greene County, Tennessee: 1st District, Forest Hills; 2nd District, Flag Branch; 3rd District, Caney Branch; 4th District, Warrensburg; 5th District, Orebank; 6th District, Mohawk; 7th District, Mt. Carmel; 8th District, Mt. Pleasant; 10th District, Highland Roby (Greeneville Rescue Squad Building); 11th District, Woodlawn; 12th District, Hardins; 15th District, Jockey; 16th District, Lost Mountain; and Union Temple; 19th District, Midway; 20th District, Newmansville; 21st District, Cross Anchor; 22nd District, Greystone; 24th District, Sunnyside; and

ROGER A. WOOLSEY
County Attorney
204 N. Cutler St.
Greeneville, TN 37745
Phone: 423-798-1779
Fax: 423-798-1781

WHEREAS, the use of said buildings as polling places in the County is advantageous to the County, the Election Commission and the voting public; and

WHEREAS, by previous Resolutions of the Greene County Legislative Body expenditures to the various Community Centers, Ruirtan Clubs, and Volunteer Fire Departments were authorized to assist in maintaining and providing certain polling places for the elections; and

WHEREAS, it is believed that an appropriation of \$500.00 each election year to the above named Community Centers, Ruirtan Clubs, Volunteer Fire Departments, and the Rescue Squad would be appropriate in order to provide each organization with some funding to maintain the buildings for utilization as a voting precinct by the Greene County Election Office.

NOW, THEREFORE BE IT RESOLVED by the Greene County Legislative Body meeting in regular session on the 21st day of April, 2014, a quorum being present and a majority is voting in the

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affirmative that the County Mayor is authorized to issue a check for \$500.00 to each organization above listed that provide a voting facility for the County Election Office to be written each election year with the funds taken from the County General Fund reserves.

BUDGET and FINANCE COMMITTEE
Sponsor

County Clerk

County Mayor

Roger A. Woolh
County Attorney

**RESOLUTION TO CLOSE PAYNE ROAD
(First Reading)**

WHEREAS, that section of Payne Road beyond the municipal limits of Mosheim and located in the 6th Civil District of Greene County, Tennessee is presently a county road on the official Greene County Road List and is maintained by the Greene County Highway Department; and

WHEREAS, that part of Payne Road maintained by Greene County connects Pottertown Road and the Mosheim City Limits adjacent to Highway 11E; and

WHEREAS, the section of Payne Road maintained by the County is approximately .34 mile in length and all residents and property owners on that section of Payne Road have requested by written petition that the road be removed from the Greene County Road List and closed as a county road for its entire length from Pottertown Road to the Mosheim City Limits subject to the reservation of utility easements for the benefit of the Town of Mosheim; and

WHEREAS, after review of this road by the Road Committee and by the Greene County Legislative Body, it appears that it would be in the best interest of the individuals and families living on Payne Road as well as those individuals who own property on Payne Road and the citizens of Greene County to close that section of Payne Road referred to above and that Payne Road outside the Mosheim City Limits be removed from the Greene County Road List subject to the reservation of utility easements for the benefit of the Town of Mosheim.

ROGER A. WOOLSEY
County Attorney
204 N. Cutler St.
Greeneville, TN 37745
Phone: 423-798-1779
Fax: 423-798-1781

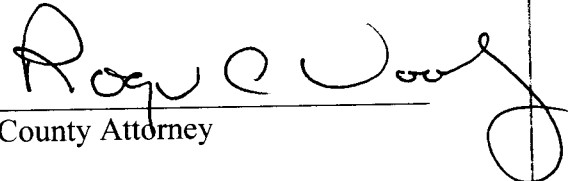
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NOW THEREFORE BE IT RESOLVED, by the Greene County Legislative Body, meeting in regular session on the 21st day of April, 2014, a quorum being present and a majority voting in the affirmative that the section or portion of Payne Road outside the Mosheim City Limits be closed as a county road and removed from the official Greene County Road List with the reservation of utility easements for the benefit of the Town of Mosheim.

Road Committee
Sponsor

County Mayor

County Clerk



County Attorney