

AGENDA

GREENE COUNTY LEGISLATIVE BODY

Monday, July 15, 2013

6:00 P.M.

The Greene County Commission will meet at the Greene County Courthouse on Monday, July 15, 2013 beginning at 6:00 p.m. in the Criminal Courtroom (Top Floor) in the Courthouse. Caucus meetings will begin at 5:00 p.m.

Call to Order

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

Public Hearing

- Public hearing on Sheriff's Department's application for the 2013 Justice Assistance Grant
- Larry Parman
- Judy Sexton

Approval of Prior Minutes

Reports

Reports from Solid Waste Dept.
Committee Minutes

Old Business

Election of Notaries

Resolutions

- A. A resolution to add Estate Drive to the official Greene County road list (First Reading)
- B. A resolution authorizing the issuance of General Obligation Refunding Bonds (Federally taxable), in an aggregate principal amount of not to exceed four hundred thousand dollars (\$400,000) of Greene County, Tennessee (the "County") for the purpose of prepaying a portion of the County's Series B-5-A loan agreement; to make provision for the issuance, sale and payment of said bonds; to establish the terms thereof and the disposition of proceeds therefrom; and provide for the levy of the taxes for the payment of principal of, premium, if any, and interest on the bonds.

Other Business, 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 JUNE 28, 2013 MEETING OF THE GOVERNING BODY:

NAME	HOME ADDRESS	HOME PHONE	BUSINESS ADDRESS	BUSINESS PHONE	SURETY
1. EMILY RENEE SMITH	1079 W VANN RD GREENEVILLE TN 37743	423-525-2970	2045 MAIN ST MOSHIEIM TN 37818	423-422-4530	
2. BRANDY LYNNETTE HURLEY	1302 QUILLLEN SHELL RD GREENEVILLE TN 37745	423-620-5718	2045 MAIN ST MOSHIEIM TN 37818	423-525-2970	
3. NICHOLAS LEE HIRSCHY	124 CHERRYDALE DR GREENEVILLE TN 37745	423-329-4399	3095 E ANDREW JOHNSON HWY GREENEVILLE TN 37745	423-636-1555	10,000.00
4. DANELLE GRAY SELLS	1899 OLD SHILOH RD GREENEVILLE TN 37745	423 914 7269	2500 OLD STAGE RD GREENEVILLE TN 37745	639 8111	
5. KIMBERLY INEZ FOSHIE	80 NOELLWOOD DRIVE GREENEVILLE TN 37743	423-620-1146	101 W. SUMMER STREET GREENEVILLE TN 37743	423-636-6083	10000.00
6. MARILYN C NEECE	105 NAPLES LN GREENEVILLE TN 37745	423-638-7963	PO BOX 1234 GREENEVILLE TN 37744	423-639-4691	
7. JANIE ELIZABETH SOLOMON	1849 BEWLEY'S CHAPEL RD MOSHIEIM TN 37818	422-7292	233 WEST SUMMER ST GREENEVILLE TN 37745	638-4430	

SIGNATURE

CLERK OF THE COUNTY OF GREENE, TENNESSEE

DATE

6-28-2013

**A RESOLUTION TO ADD ESTATE DRIVE TO THE OFFICIAL
GREENE COUNTY ROAD LIST
(First Reading)**

WHEREAS, Estate Drive is located in the 9th Civil District, of Greene County,
Tennessee intersecting with Debusk Road and dead ends; and

WHEREAS, Estate Drive is approximately .18 miles in length, located in the Debusk
Estates Subdivision, and is a new road build to subdivision standards and approved by the
Greene County Planning Commission; and

WHEREAS, after a review of this road by the Road Committee for the Greene County
Legislative Body, it appears that adding Estate Drive to the official Greene County road list is
in the best interest of the residents in that area and of the County as a whole.

NOW THEREFORE BE IT RESOLVED, by the Greene County Legislative Body
meeting in regular session on the 15th day of July, 2013, a quorum being present and a majority
voting in the affirmative, approve adding Estate Drive as described above to the official Greene
County road list.

Road Committee
Sponsor

County Mayor

County Clerk

County Attorney

A_o

A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION REFUNDING BONDS (FEDERALLY TAXABLE), IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED FOUR HUNDRED THOUSAND DOLLARS (\$400,000) OF GREENE COUNTY, TENNESSEE (THE "COUNTY") FOR THE PURPOSE OF PREPAYING A PORTION OF THE COUNTY'S SERIES B-5-A LOAN AGREEMENT; TO MAKE PROVISION FOR THE ISSUANCE, SALE AND PAYMENT OF SAID BONDS; TO ESTABLISH THE TERMS THEREOF AND THE DISPOSITION OF PROCEEDS THEREFROM; AND PROVIDE 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 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 "Outstanding Bonds") of The Public Building Authority of Blount County, Tennessee (the "Authority"), a portion of which was refunded by the County's General Obligation Refunding Bonds, Series 2011; 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 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 and interest payments on their previously issued bonds, notes or other obligations; and

WHEREAS, it is advantageous and desirable to refinance a portion of the Outstanding Loan maturing on June 1, 2014, and in turn, a related portion of the Outstanding Bonds, as shall be determined by the County Mayor, in consultation with Raymond James & Associates, Inc., Nashville, Tennessee, the County's financial advisor, for the purpose of restructuring a portion of the County's debt; and

WHEREAS, the Board of County Commissioners of Greene County, Tennessee hereby determines that it is necessary and advisable to authorize the issuance of general obligation refunding bonds bearing interest at a federally taxable fixed rate in an aggregate principal amount of not to exceed \$400,000 to provide funds to (i) prepay a portion of its obligations under the Outstanding Loan and (ii) pay costs incurred in connection with the issuance and sale of such general obligation refunding bonds; and

WHEREAS, the plan of refunding has been submitted to the Director of State and Local Finance (the "State Director") as required by Section 9-21-903, Tennessee Code Annotated, as amended, and she has acknowledged receipt thereof to the County and submitted her report thereon to the County, a copy of which 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 not to exceed \$400,000 in aggregate principal amount of said refunding bonds, providing for the issuance, sale and payment of said refunding bonds, establishing the terms thereof, and the disposition of proceeds therefrom, and providing for the levy of a tax under certain conditions for the payment of principal thereof, premium, if any, and interest thereon.

B.

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, as amended, 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 an not to exceed aggregate amount of \$400,000 General Obligation Refunding Bonds (Federally Taxable) of the County authorized hereunder, to be dated their date of issuance, or having such series designation and such other dated date or such other designation as shall be determined by the County Mayor pursuant to Section 8 hereof;

(c) "County" means Greene County, Tennessee;

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

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

(f) "Indenture" means the Indenture of Trust, dated as of February 1, 2003, pursuant to which the Outstanding Bonds were issued to fund the Outstanding Loan Agreement;

(g) "Outstanding Bonds" means the definition ascribed to them in the preambles hereof;

(h) "Outstanding Loan" means the definition ascribed to it in the preambles hereof;

(i) "Refunded Loan" means the portion of Outstanding Loan designated for prepayment pursuant to Section 8 hereof;

(j) "Registration Agent" means the County Clerk of the County; and

(k) "Trustee" means Regions Bank, as trustee under the Indenture.

SECTION 3. Findings of the Governing Body; Compliance with Debt Management Policy.

(a) It is hereby found and determined by the Governing Body that the prepayment of the Refunded Loan as set forth herein through the issuance of the Bonds is advantageous and necessary to restructure a portion of the County's outstanding debt.

(b) It is advantageous to the County to deposit proceeds from the sale of the Bonds and other funds of the County, if any, with the Trustee pursuant to the Indenture which, together with investment income thereon, will be sufficient to pay principal of and interest on the Refunded Loan.

(c) The County has adopted a Debt Management Policy and the Governing Body hereby finds that the issuance and sale of the Bonds, as proposed herein, is consistent with the Debt Management Policy and that it is necessary to refund the Refunded Loan to restructure debt as described herein.

(d) The estimated proposed amortization of the Bonds, estimated interest and estimated costs of issuance are attached hereto as Exhibit B, but are subject to change pursuant to Section 8 hereof.

SECTION 4. Authorization and Terms of the Bonds.

(a) For the purpose of providing funds (i) to refinance the Refunded Loan and (ii) pay costs incident to the issuance and sale of the Bonds, there is hereby authorized to be issued general obligation refunding bonds of the County in the aggregate principal amount of not to exceed \$400,000. The Bonds shall be issued as fully registered, certificated Bonds, shall be known as "General Obligation Refunding Bonds (Federally Taxable)", shall be dated the date of issuance, and shall have such designation, such series designation, or such other dated date as shall be determined pursuant to Section 8 hereof. Subject to the adjustments permitted under Section 8, the Bonds shall bear interest at a rate or rates not to exceed the maximum rate permitted by applicable Tennessee law. The Bonds shall be issued initially in \$25,000 denominations or integral multiples of \$5,000 thereof, as shall be requested by the Purchaser thereof. Subject to the adjustments permitted pursuant to Section 8 hereof, the Bonds shall mature on July 1, 2017, with interest payable semi-annually on January 1 and July 1 until the Bonds mature or are redeemed.

(b) Subject to the adjustments permitted by Section 8 hereof, the Bonds shall be subject to redemption prior to maturity at the option of the County, as a whole or in part, on or after January 1, 2014 at the redemption price of par plus accrued interest to the redemption date. If less than all of the Bonds shall be called for redemption, the interests 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 ("Term Bonds") with mandatory redemption requirements corresponding to the maturities established as 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 established as set forth herein, in aggregate principal amounts equal to the maturity amounts established pursuant to Section 10 hereof for each redemption date, as such maturity amounts may be adjusted pursuant to Section 10 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 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.

(e) The Governing Body hereby appoints the County Clerk of the County as the Registration Agent for the Bonds and hereby authorizes and directs the Registration Agent so appointed 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.

(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 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.

(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 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; provided, however, the County Mayor may provide that the Bonds are not transferable without the written consent of the County. 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 or her designee.

(j) The Registration Agent is hereby authorized to authenticate and deliver the Bonds to the 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.

(k) 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. Security and Source of Payment. The Bonds shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the County. For the prompt payment of principal of, premium, if any, and interest on the Bonds, the full faith and credit of the County are hereby irrevocably pledged.

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 2013
(FEDERALLY TAXABLE)

Interest Rate:

Maturity Date:

Date of Bond:

CUSIP No.:

Registered Owner: CEDE & CO.

Principal Amount:

KNOW ALL MEN BY THESE PRESENTS: That Greene County, Tennessee, (the "County"), for value received 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 [January 1, 2014], and [semi-annually] thereafter on the first day of January and July 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 office of the County Clerk of the County, 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.

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

[The Bonds shall be subject to redemption prior to maturity at the option of the County on January 1, 2014 and on any date thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date. 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 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 _____ and _____ on the redemption dates set forth below opposite the respective maturity dates, in aggregate principal amounts equal to the respective dollar amounts set forth opposite the respective redemption dates at a price of par plus accrued interest thereon to the date of redemption. The Bonds to be so redeemed within such maturity shall be selected by lot or in such other random manner as the Registration Agent in its discretion may determine. The dates of redemption and principal amount of the Bonds to be redeemed on said dates are as follows:

<u>Maturity Date</u>	<u>Redemption Date</u>	<u>Principal Amount of Bonds to be Redeemed</u>
_____	_____	\$ _____
	_____ *	_____
	_____	_____
_____	_____	\$ _____
	_____ *	_____
	_____	_____

*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 maturing _____ and _____, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation for any Bonds maturing _____ and _____, which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory redemption provision) and canceled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory redemption 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 redemption shall be accordingly reduced.]

[Notice of call for redemption[, whether optional or mandatory,] shall be given by the Registration Agent on behalf of the County not less than thirty (30) 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 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.]

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 (i) to prepay a portion of the County's outstanding debt maturing on June 1, 2014 evidenced by the Series B-5-A Loan Agreement, by and between the County and The Public Building Authority of Blount County, Tennessee, dated as of May 1, 2004; and (ii) to pay costs incident to the issuance and sale of the Bonds of which this Bond is one, 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 July 15, 2013 (the "Resolution").

This Bond is payable from unlimited ad valorem taxes to be levied on all taxable property 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.

Interest on this Bond will be included in gross income for federal income tax purposes.

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 County Clerk with his manual [or facsimile] signature, all as of the date hereinabove set forth.

GREENE COUNTY, TENNESSEE

By: _____
County Mayor

ATTESTED:

County Clerk

Transferable and payable at the
principal corporate trust office of:

County Clerk of Greene County, Tennessee
Greeneville, Tennessee

Date of Registration: _____

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

COUNTY CLERK OF GREENE COUNTY, TENNESSEE
Registration Agent

By: _____
Authorized Officer

(FORM OF ASSIGNMENT)