

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.

[END OF BOND FORM]

SECTION 7. 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 of, premium, if any, and interest coming due on the Bonds in said year. Principal, premium, if any, 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 may be sold at informal bid or negotiated sale by the County Mayor, in consultation with the Financial Advisor, 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. No Bonds shall be sold at an interest rate exceeding the maximum rate permitted by law.

(b) The County Mayor, upon consultation with the Financial Advisor, is further authorized respect to the Bonds to:

- (1) to change the dated date of the Bonds;
- (2) to establish a series designation and/or other designation of the Bonds, or any series thereof;

- (3) to change the first interest payment due on the Bonds to a date other than January 1, 2014, but in no event later than 12 months after the issuance of such Bonds and to change the intervals at which interest is paid;
- (4) decrease the total amount authorized to be issued herein in an amount necessary to maximize the objectives of prepaying the Refunded Loan and provide funds sufficient to pay principal and interest on the Refunded Loan and the costs of issuance of the Bonds;
- (5) adjust the principal and interest payment dates and maturity amount of the Bonds, provided that (A) the total principal amount of the Bonds does not exceed the total amount of Bonds authorized herein, as shall be adjusted pursuant to paragraph (4) above, and (B) the final maturity date of each series shall not exceed July 1, 2017;
- (6) to adjust or remove the optional redemption of the Bonds, provided that the premium amount to be paid on the Bonds or any series thereof does not exceed two percent (2%) of the principal amount thereof or to remove the County's optional redemption provisions with respect to any series of Bonds;
- (7) to sell the Bonds, or any maturities thereof, as serial Bonds or Term Bonds with mandatory redemption requirements as determined by the County Mayor, as he shall deem most advantageous to the County; and
- (8) to provide for the transferability or restrictions on transferability of the Bonds.

(d) If the Bonds are sold at informal bid, the County Mayor is authorized to award the Bonds 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. 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 sold at negotiated sale, the County Mayor is authorized to sell the Bonds to the Purchaser and execute such agreements in connection therewith that are consistent with the terms of this Resolution.

(e) The County Mayor and the County Clerk, or either of them, are authorized to cause the Bonds to be authenticated and delivered by the Registration Agent to the original purchaser and to execute, publish, and deliver all certificates and documents, including an award certificate or purchase agreement, and closing certificates, as they shall deem necessary in connection with the sale and delivery of the Bonds. 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.

(f) The County Mayor and the County Clerk, or either of them, are authorized to enter into a contract with the Financial Advisor, for financial advisory services including in connection with the sale of the Bonds in substantially the form attached hereto as Exhibit C and to enter into an engagement with Bass, Berry & Sims PLC to serve as bond counsel in connection with issuance of the Bonds in substantially the form attached hereto as Exhibit D.

SECTION 9. Disposition of Bond Proceeds. The proceeds of the sale 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; and

(c) the remainder of the proceeds of the sale of the Bonds shall be used to pay the costs of issuance of the Bonds.

SECTION 10. Prepayment the Refunded Loan and Redemption of the Outstanding Bonds. (a) The County Mayor and the County Clerk, or either 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 E.

SECTION 11. 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:

(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 Defeasance 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 Defeasance Obligations deposited as aforesaid.

Except as otherwise provided in this Section, neither Defeasance Obligations nor moneys deposited with the Registration Agent pursuant to this Section nor principal or interest payments on any such Defeasance 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 Defeasance 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 Defeasance 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, Defeasance 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 12. 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 13. 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 14. Repeal of Conflicting Resolutions. 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.

SECTION 15. Effective Date. That this resolution shall take effect from and after its passage, the general welfare of the County, requiring it.

Adopted and approved on this 15th day of July, 2013.

County Mayor

Budget and Finance Committee

Sponsor

County Clerk

County Attorney

STATE OF TENNESSEE)

COUNTY OF GREENE)

I, David Thompson, certify that I am the duly qualified and acting County Clerk of Greene County, Tennessee ("County"), and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a regular meeting of July 15, 2013 of the governing body of the County; 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 aggregate principal amount not to exceed \$400,000 General Obligation Refunding Bonds (Federally Taxable) of said County.

WITNESS my official signature and seal of said County this ____ day of _____, 2013.

County Clerk

(SEAL)

EXHIBIT A

REPORT OF STATE DIRECTOR ON PLAN OF REFUNDING

EXHIBIT B

PROPOSED AMORTIZATION SCHEDULE

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
07/02/2013	-	-	-	-	-
07/01/2014	-	-	\$9,435.72	\$9,435.72	-
06/30/2015	-	-	-	-	\$9,435.72
07/01/2015	-	-	9,462.00	9,462.00	-
06/30/2016	-	-	-	-	9,462.00
07/01/2016	\$380,000.00	2.490%	9,462.00	389,462.00	-
06/30/2017					389,462.00
Total	\$380,000.00		\$28,359.72	\$408,359.72	

Estimated Costs of Issuance are Reflected on Appendix A to Exhibit C

EXHIBIT C
FORM OF FINANCIAL ADVISORY AGREEMENT
FINANCIAL ADVISORY AGREEMENT
BETWEEN
GREENE COUNTY, TENNESSEE
AND
RAYMOND JAMES & ASSOCIATES, INC.

THIS FINANCIAL ADVISORY AGREEMENT (the "Agreement") by and between Greene County, Tennessee (hereinafter referred to as the "County") and Raymond James & Associates, Inc., advisors on municipal finance, located at One Burton Hills Boulevard – Suite 225 Nashville, Tennessee 37215 - 6299 (hereinafter referred to as the "Financial Advisor" or "Raymond James", as defined herein).

WITNESSETH

WHEREAS, from time-to-time, the County provides various public improvements for general purpose County government, its schools and its various enterprise activities and from time-to-time, may consider refinancing certain existing debt obligations; and

WHEREAS, the County is currently considering the issuance of not to exceed \$400,000* General Obligation Refunding Bonds, Series 2013 (Federally Taxable) (the "Bonds") to be sold for purpose of providing funds to: (i) refund a portion of the County's outstanding Local Government Public Improvement Public Improvement Bonds, Series B-5-A, dated May 5, 2004 maturing in part on June 1, 2014 (the "Outstanding Bonds"); and (iii) payment of costs incident to the issuance and sale of the Bonds; and

WHEREAS, from time-to-time the Board of County Commissioners of the County (the "Board") and other officials of the County also may need assistance in developing financial plans that address funding strategies for the implementation of its annual capital improvement program and the funding of certain capital projects approved by the Board; and

WHEREAS, the County desires that the most complete and accurate economic and financial information possible be provided its officials, potential bidders and ultimate investors in its debt obligations; and

WHEREAS, due to the rapid changes in financing methods, the complexity of laws governing such financings and the specialization that is required to remain informed and up-to-date, the County desires a recognized financial advisor be retained in the structuring and marketing of its debt obligations; and

WHEREAS, the Financial Advisor and its representatives are properly and legally authorized and licensed by the appropriate regulatory authorities to provide financial advisory services contemplated by this Agreement; and

WHEREAS, pursuant to its *Debt Management Policy* and other legal authorities, the County is authorized to engage a financial advisor to assist in the financing or refinancing of certain obligations; and

NOW, THEREFORE, in consideration of these premises and the mutual covenants herein contained, it is hereby agreed by and between the County and the Financial Advisor that:

Section 1. The Financial Advisor, working with the Mayor, County Clerk, County Attorney and other County officials and employees, independent Bond Counsel to the County, and other such independent consultants or consulting engineers that may be engaged by the County from time-to-time shall assist in the development of a plan or plans for the financing of projects or refinancings contemplated through the issuance of the Bonds.

Section 2. In the development of the financing plan, the Financial Advisor will survey the financial resources of the County to determine its borrowing capacity and analyze its existing debt structure compared to existing and projected sources of revenues which may be pledged to secure payment of the debt service on the proposed Bonds. Such studies will also include a complete analysis of the existing indebtedness of the County to determine the most practical, economical way to fund the transaction and secure the Bonds.

Section 3. Based on the information developed by or other information available to it, the Financial Advisor will submit its recommendations regarding the structure, security and method of

sale for the Bonds. The Financial Advisor's recommendation will include among other things, a schedule of principal maturities, options of prior payment and the necessary security provisions designed to make the transaction attractive to potential investors. All recommendations will be based on the Financial Advisor's experience as to how the Bonds can best be sold under terms most advantageous to the County and at the lowest true interest cost.

Section 4. In preparing the plan of financing and in all other services rendered by the Financial Advisor under this Agreement, it is hereby understood that the Financial Advisor may rely upon any written data or reports furnished by the County or its authorized representatives. The County agrees to make available to the Financial Advisor any data, reports, or personnel for conferences and consultations as may be necessary for the formulation and execution of the financing plan.

Section 5. The Financial Advisor will assist the County in the preparation and submission of a *Plan of Refunding* to the Tennessee Comptroller of the Treasury and more specifically to the Director of State and Local Finance (the "State Director") in that office for review as required by Section 9-21-903, *Tennessee Code Annotated*, as amended and current regulations promulgated by the State Funding Board and other guidance provided by the State Director. The *Plan of Refunding* shall include, but not be limited to, a computation of projected costs and/or savings, a narrative description of the transaction including the history of transactions included in the *Plan of Refunding* and other required supporting schedules.

Section 6. The Financial Advisor will advise on current market conditions, forthcoming bond and note issues, federal tax law considerations and other general information and economic data which normally could influence interest rates or other bidding conditions, so that the date of the competitive public sale of the Bonds can be scheduled for a time which, in consultation with County officials and in the Financial Advisor's professional opinion, will be most favorable to the County.

Section 7. The Financial Advisor will submit a transcript of the entire proceedings related to the transaction to a firm of nationally recognized bond attorneys, selected by the County for their approving legal opinion on the Bonds offered for sale. It is acknowledged that the County has selected Bass, Berry & Sims PLC, Nashville, Tennessee, a firm of nationally recognized bond attorneys to solely represent it as bond counsel for this transaction. It is further understood and acknowledged that Bass, Berry & Sims PLC may have represented Raymond James or its former

affiliates on legal matters unrelated to the County and may do so again in the future. For this engagement however, it is understood by the Financial Advisor and the County that Bass, Berry & Sims PLC will represent the County solely as its bond counsel. Separately, Bass, Berry & Sims PLC will provide the County with a separate engagement letter outlining the scope of their services and their fees related to the Bonds.

Section 8. The Financial Advisor shall work with Bond Counsel and County officials to ensure that all the necessary notices, resolutions and other required proceedings are appropriately prepared and presented for consideration and adoption in preparation for the sale and issuance of the Bonds.

Section 9. In connection with the sale and issuance of the Bonds, the Financial Advisor shall assist the County in its preparation of a "near final" Preliminary and Final Official Statement in accordance with industry standards. Additionally, the Financial Advisor will make a national distribution of the "near final" Preliminary Official Statement to potential bidders for the Bonds using among other tools at its disposal the electronic dissemination facilities of i-DealProspectus. In addition, the Financial Advisor will assist the County in providing a reasonable number of *Official Statements* (deemed final) to the successful bidder within seven (7) business days from the sale date as required by Rule 15c2-12 of the Securities and Exchange Commission.

Section 10. The Financial Advisor will assure that appropriate forms, notices, advertisements, etc. concerning the sale and issuance of the Bonds are prepared and published by traditional, electronic or other appropriate means as required by law.

Section 11. If necessary, the Financial Advisor will prepare and assemble all necessary information concerning the Bonds and information relating to the County for submission to Moody's Investors Service, Inc. ("Moody's") seeking a credit rating and review relating to the Bonds and the County. The Financial Advisor will arrange for teleconferences or meetings (if necessary) with appropriate personnel analyzing the proposed financing to assure a timely assignment of a credit rating for the County. A rating is not contemplated for this issue of debt obligations.

Section 12. Through a process satisfactory to the County, the Financial Advisor will engage a major commercial bank doing business in Tennessee to serve as the County's Escrow

Agent. It is understood that the Escrow Agent will be separately compensated for such services based on their usual and customary fee schedule for such activities. Separately, the Escrow Agent selected by the County will provide the County with a separate engagement letter outlining the scope of their services and their fees related to the Bonds.

Section 13. The Financial Advisor will be available at reasonable times to answer questions, provide information and guidance to County officials, other transaction participants and prospective bidders for the Bonds.

Section 14. The Financial Advisor will coordinate the terms, conditions and dates relating to the retirement of the Outstanding Bonds in order to assure precise sizing of the final Bond issue prior to the competitive public sale and closing.

Section 15. The Financial Advisor will furnish a representative to assist and advise officials of the County in receiving bids for the Bonds. The Financial Advisor will also analyze bids received to assure their compliance with the requirements of the Detailed Notice of Sale. The Financial Advisor also will tabulate, verify and confirm all bids received. In addition, the Financial Advisor will assist and advise County officials regarding the award or rejection of bids for the Bonds.

Section 16. The Financial Advisor will supervise and coordinate all closing proceedings in order to assure the quickest possible delivery of the Bonds to the purchasers and the defeasance of the of the Outstanding Bonds including the acquisition and delivery of certificates or other evidence of indebtedness to the purchasers of the Bonds.

Section 17. After the sale, the Financial Advisor will deliver to the County, Bond Counsel, the Escrow Agent and/or appropriate officials, a "*Final Financing Report*" including a schedule of debt service requirements for the Bonds and other financial schedules pertinent to the transaction.

Section 18. The Financial Advisor will calculate the "Bond Yield" according to the arbitrage provisions of the Internal Revenue Code of 1986, as amended and revised and will advise the County and Bond Counsel of such yield prior to closing.