

**13. Maturity Dates, Amounts and Interest Rates**

Year	Amount	Interest Rate
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%

Year	Amount	Interest Rate
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%

If additional space is needed, attach additional sheet.

**14. Repayment Schedule**

Year	This Issue			Total Debt Outstanding	
	Cum. Principal Redeemed	% Total		Cum. Principal Redeemed	% Total
1					
5					
10					
15					
20					
25					
30					



**15. Itemized Description of the Cost of Issuance**

(Round to Nearest Dollar)

		Name of Firm
a. Financial Advisor Fees*		
b. Legal Fees:		
i. Bond Counsel		
ii. Issuer's Counsel		
iii. Trustee's Counsel		
c. Paying Agent Fees and Registration Fees		
d. Trustee Fees		
e. Remarketing Agent Fees		
f. Liquidity Fees		
g. Rating Agency Fees		
h. Credit Enhancement Fees		
i. Underwriter's Discount _____ %		
i. Take Down		
ii. Management Fee		
iii. Risk Premium		
iv. Underwriter's Counsel		
v. Other Expenses		
j. Printing and Advertising Fees		
k. Issuer Fees		
l. Real Estate Fees		
m. Bank Closing Costs		
n. Other Costs		
<b>Total Costs</b>	<b>\$0.00</b>	

\*If other costs are included, please itemize

Note: Enclose a copy of the DISCLOSURE DOCUMENT/ OFFICIAL STATEMENT if applicable.

**16. Description of Continuing Disclosure Obligations**

(Use additional pages if necessary)

Individual Responsible for Completion:

Date Annual Disclosure is due:



**17. Description of Compliance with Written Debt Management Policy:**

(Use additional pages if necessary)

**18. (If any) Description of Derivative and Compliance with Written Derivative Management Policy:**

(Use additional pages if necessary)

**19.**

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Email

\_\_\_\_\_  
Preparer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Date

\_\_\_\_\_  
Email

**20.**

Submitted to Governing Body on \_\_\_\_\_ and presented at its public meeting held on \_\_\_\_\_

COPY TO: Director - Office of State and Local Finance, 505 Deaderick Street, Suite 1600,  
James K. Polk State Office Building, Nashville TN 37243-1402



**INSTRUCTIONS FOR PREPARATION OF CT-0253  
REPORT ON DEBT OBLIGATION  
DO NOT ADD TO, DELETE FROM OR CHANGE THIS FORMAT**

1. Issuer Include the full name and address of the public entity. **(This is NOT the bank or lending institution.)**
2. Debt Obligation Identify the type of debt obligations being issued either as a bond, note [capital outlay (CON), bond anticipation (BAN), grant anticipation (GAN), tax and revenue anticipation (TRAN), or capital revenue anticipation (CRAN)], capital lease or loan agreement. Note: For all notes, attach a copy of the executed Note Form. Form CT-0253 must be filed for any loan from the State Revolving Fund, a Public Building Authority, the Energy Efficient Schools Initiative or the Tennessee Local Development Authority. A line of credit is a CON. A lease/lease purchase includes Certificates of Participation.
3. Security for Debt Obligation Indicate the security for the debt obligation. Annual appropriations are applicable ONLY to lease/lease purchase obligations.
4. Purpose of Issue Indicate the purpose(s) of the debt issue. If the debt is issued for multiple purposes, provide the percentage of the amount of debt issued in each category. If final percentages have not been determined for multiple purposes, use reasonable estimates.
5. Face Amount of Debt Obligation Indicate the face or par amount of debt issued. When debt is issued in multiple series of bonds, a separate Form CT-0253 should be completed for each series (i.e. 2012 Series A, 2012 Series B).
6. Type of Sale Indicate whether the debt was sold through a competitive sale, negotiated sale or through an agreement under a loan program. If the debt is a loan agreement, specify the name of the loan program, i.e. State Revolving Fund, Tennessee Local Development Authority, Public Building Authority, Energy Efficient Schools Initiative.
7. Tax Status Indicate whether the interest on the debt is intended to be exempt from federal income taxation. If the debt is both taxable and tax-exempt, a separate Form CT-0253 must be completed for each.
8. Dated Date Indicate the date of the debt obligation which is the date that interest begins to accrue on the obligation.
9. Issue Date (Closing Date) Indicate the date that proceeds of the debt obligation are received by the Public Entity.
10. Rating Specify the rating(s) the debt obligation has been assigned, or indicate that the debt is unrated.
11. Interest Cost Indicate the interest rate percentage and method used to determine the rate. If the rate is the variable, indicate the first assigned rate specifying the index plus spread. TIC is True Interest Cost. NIC is Net Interest Cost.



12. Recurring Costs      List the ongoing or recurring costs involved in connection with remarketing, liquidity, and credit enhancement, specifying any periodic fees and charges that may be incurred on a per transaction basis. If the periodic fees are not based on the outstanding principal balance of debt, please specify how the fees are calculated.
13. Maturity      Indicate the year that principal is paid, the principal amount maturing in each year and the interest rate for each maturity. Provide the weighted average maturity for the debt.
14. Debt Repayment Schedule      Indicate the cumulative par amount of both this issue and total debt outstanding for this security pledge that will mature in each of the identified years. Use additional lines if necessary.
15. Itemized Description of the Cost of Issuance      Indicate all costs incurred in the initial issuance of the debt, rounded to the nearest dollar. Do not include related costs that may recur on a periodic basis while the debt is outstanding. Amounts reported should include professional fees and any expenses, such as long distance calls or printing costs. If the financial advisor fee includes any other costs such as legal, printing, or rating fees, these costs should be itemized separately. Item (i) is only applicable to a negotiated sale where such costs are incurred. Legal fees not identified separately on the form should be listed in the blank spaces under legal fees. If there are costs that are not identified by categories shown on the form, indicate these in the "other costs" category. If more than one debt issuance is involved, show a pro-rata share of the issue costs on each Form CT-0253. A copy of the final disclosure statement or official statement, if developed, must be included with Form CT-0253.

For Parts 16, 17 and 18, attach additional pages as necessary.

16. Description of Continuing Disclosure Obligations      Briefly describe any continuing disclosure obligations the Public Entity has agreed to make and the documentation of the obligations. Identify the individual responsible for making the disclosures. Indicate the date the annual disclosure is due.
17. Description of Compliance with Written Debt Management and, if Policy      A copy of the current written Debt Management Policy must be included with Form CT-0253 unless it has previously been filed with the Office of State and Local Finance. Debt Policy revisions and amendments also need to be submitted to the Office of State and Local Finance. Indicate how the Debt Obligation Policy complies with the Policy, citing specific sections any, criteria or limitations included in Policy (such as refunding savings, debt ratios, or percentage of variable rate debt outstanding).
18. Description of Derivative and Compliance with Written Derivative Policy      Derivative: If a Derivative is related to the Debt Obligation, include copies of the relevant Letter of Compliance and the current written Derivative Policy with Form CT-0253 unless it has previously been filed with the Office of State and Local Finance. Indicate how the Derivative complies with the Policy, citing specific sections and, if any, criteria or limitations included in the Policy.



19. Signatures of the Authorized Representative and Preparer      The authorized representative is the chief executive officer of the public entity, i.e. County Executive, Mayor, President, Chairman, etc. If Form CT-0253 is prepared by someone other than the authorized representative, indicate in the space provided. However, the authorized representative must still sign the form.
20. Filing      The Form CT-0253 must be filed with the governing body not later than forty-five (45) days following the issuance or execution of a debt obligation by or on behalf of any Public Entity and with the Director of the Office of State and Local Finance. Public Entities that fail to comply with the requirements of TCA Section 9-21-151 will not be allowed to enter into any further Debt Obligations or Derivatives until they have complied with the law.

### DEFINITIONS

“Chief Executive Officer” means County Executive, Mayor, President, or Chairman

“Debt obligation” means bonds, notes, capital leases, loan agreements, and any other evidence of indebtedness lawfully issued, executed or assumed by a Public Entity.

“Derivative” means an interest rate agreement, as defined in TCA § 9-22-103 and other transactions identified by the State Funding Board.

“Finance transaction” means debt obligations, derivatives, or both.

“Public entity” means the state, a state agency, a local government, a local government instrumentality, or any other authority, board, district, instrumentality, or entity created by the state, a state agency, local government, a local government instrumentality, or combination, thereof.

**INCORRECT OR INCOMPLETE FORMS WILL BE RETURNED!!!**



# 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
<b>Total</b>	\$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.

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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.



Section 19. In corporation with Bond Counsel, the Financial Advisor will assist in the preparation of State Form CT-0253, "Report on Debt Obligations" for execution and presentation to the Board prior to submission by Bond Counsel to the State Comptroller's Office pursuant to Section 9-21-151, *Tennessee Code Annotated* and regulations promulgated by the State Funding Board of the State of Tennessee. Also pursuant to applicable rules, the final State Form CT-0253 will be delivered to the State Comptroller's Office within forty-five (45) days after the issuance of the Bonds.

Section 20. The Financial Advisor will assure that an appropriate Form 8038-G ("Information Return for Tax-Exempt Governmental Bond Issues") relating to the sale and issuance of the Bonds is prepared and filed with the United States Department of the Treasury, Internal Revenue Service on or before the 15<sup>th</sup> day of the second calendar month after the close of the calendar quarter in which the Bonds are issued to assure the appropriate tax-exempt status of the Bonds.

Section 21. The County agrees that in consideration for services rendered by the Financial Advisor, it shall pay or cause to be paid an aggregate fee for all services rendered in support of the transaction as set forth in Section 22. Such aggregate fee will include the payment of all expenses incurred with respect to the sale and issuance of the Bonds (see Appendix A). The aggregate fee (including expenses) is estimated to be approximately \$10,500 although such estimated costs are subject to adjustment and revision based on actual services rendered, fee quotations, bids received, etc. Included within the aggregate estimated fees and expenses is the basic Financial Advisory fee paid to Raymond James which shall be an amount of not to exceed \$5,000. This Financial Advisory fee only shall be paid to the Financial Advisor if the Bonds are sold and only upon the successful issuance and delivery of the Bonds. However, other incurred costs associated with the transaction may be payable whether or not the Bonds are not sold and issued. Furthermore, it is agreed that any Financial Advisory fee earned accrues to the benefit of Raymond James's Public Finance and Debt Investment Banking Division. Raymond James's Fixed Income Capital Markets Division and any of its other divisions may also benefit in the future from fees and commissions earned from open market, secondary trading of and market making activities for the Bonds and for future debt obligations of the County.



Section 22. From its fee, the Financial Advisor shall be responsible for paying its own computer expenses and personnel costs, but the Financial Advisor shall be reimbursed for costs for reproduction, graphics, postage and overnight delivery and any other miscellaneous costs such as CUSIP Bureau fees incurred in serving the County. Local travel costs of the Financial Advisor shall be its responsibility, but all travel expenses to locations other than the County shall be reimbursed at actual costs or in conformance with the County's official travel policy, whichever is less. As shown in Appendix A which depicts the details related to the estimated aggregate fee, the County will be responsible for all normal debt issuance costs and fees including, but not limited to, Bond Counsel fees and expenses; acceptance and annual fees of the Escrow Agent and all legally required publication costs. In addition to the aggregate estimated fees and expenses estimated in Appendix A, the County shall be responsible directly for all compensation fees not enumerated, including, but not limited, to those due (if any) to the County Attorney or other independent consultants engaged by it or by Bond Counsel.

Section 23. The County recognizes that the Raymond James on occasion assists local jurisdictions in the investment of idle funds and other financial services. In instances where Raymond James serves in other capacities, separate compensation for such services may be merited. Raymond James is involved in a wide range of activities from which conflicting interests or duties may arise. Information which is held elsewhere within Raymond James, but of which none of the representatives of the Financial Advisor are involved in providing the services contemplated by this Agreement actually have knowledge, will not for any purpose be taken into account in determining the Financial Advisor's responsibilities to you under this Agreement.

Section 24. Both parties acknowledge and agree that the Financial Advisor is acting solely as a Financial Advisor with respect to the Bonds. The Financial Advisor's engagement is limited to providing financial advisory services with respect to the Bonds. The Financial Advisor has not been engaged to compare alternatives to the Bonds for this or other transactions. The Financial Advisor is not a fiduciary of any other party to the transaction and will be neither party to, nor liable under, any contract, agreement, or understanding executed or otherwise existing to affect the Bonds. The Financial Advisor will not provide any assurances that (i) any investment made in connection with the Bonds or otherwise during the engagement is the best possible investment available for the County's situation or that every possible alternative or provider has been considered and/or solicited; (ii) investigate the veracity of any certifications provided by any party; (iii) provide legal or accounting assurance that any matter or procedure complies with any applicable law; or (iv) be liable to any party if any of the Bonds or if an



investment fails to close or for default of same. The Financial Advisor's limited engagement expires on the termination of this Agreement and the Financial Advisor shall have no duties or obligations thereafter.

Section 25. If any section, paragraph or provision of this Agreement 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 Agreement.

Section 26. From the date of its execution, this Agreement shall replace any and all existing agreements that may exist in their entirety and any such existing agreements shall cease to exist and are null and void.

Section 27. This Agreement will terminate thirty days after settlement resulting in the delivery of the Bonds to the successful bidder and cash to the County.

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