

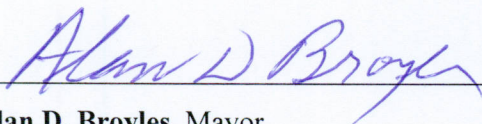
RAYMOND JAMES & ASSOCIATES, INC.

Date: July , 2013

Richard T. Dulaney, Managing Director
Public Finance // Debt Investment Banking

APPROVED:

Date: July , 2013



Alan D. Broyles, Mayor
Greene County, Tennessee

APPENDIX A

GREENE COUNTY, TENNESSEE

Not to Exceed \$400,000* General Obligation Refunding Bonds, Series 2013

Consistent with the terms of this Agreement, with 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

<u>Service</u>	<u>Provider</u>	<u>Estimated Total⁽¹⁾</u>
Financial Advisor:	Raymond James	\$5,000
Bond Counsel:	Bass Berry & Sims PLC	5,000
Escrow Agent:	TBD	<u>500</u>
Total:		<u>\$10,500</u>

follows:

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.

EXHIBIT D

FORM OF ENGAGEMENT LETTER OF BOND COUNSEL

July 16, 2013

Greene County, Tennessee

Greeneville, Tennessee _____
Attention: Alan Broyles, County Mayor

**Re: Issuance of Approximately \$400,000 in Aggregate Principal Amount of
General Obligation Refunding Bonds (Federally Taxable).**

Dear Mayor Broyles:

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 bonds and to pay costs of issuance of the Bonds, as more fully set forth in the resolution adopted by the County Commission on July 15, 2013. We further understand that the Bonds will be sold at informal bid or negotiated 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 inclusion of interest on the Bonds in 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 informal bid of the Bonds, if any, and review the bond purchase agreement, if sold at negotiated sale.

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. 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 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. Our firm represents Raymond James & Associates, 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 Raymond James & Associates, Inc. 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 \$5,000 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 \$5,000.

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:

By: Alan D Broyles

Alan Broyles, County Mayor

BASS, BERRY & SIMS PLC:

By: _____
_____, Member

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

_____, 2013

VIA REGISTERED OR CERTIFIED MAIL

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

Regions Bank, as Trustee
Corporate Trust Services
315 Deaderick Street, 4th Floor
Nashville, TN 37237

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 Partial 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, 2014

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

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.

A motion was made by Commissioner Moss and seconded by Commissioner Bird to approve 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. Mayor Broyles called for the Commissioners to vote on their keypads. The following vote was taken: Commissioners Bird, Dabbs, Greenway, King, Malone, McAmis, Moss, Rollins, Sauceman, and Seay voted yes. Commissioners White, Carter, Hopson, Hensley, Bowers, Holt, Waddle, Crum, Kiker, and Sams voted no. Commissioner Quillen was absent. Mayor Broyles voted yes for the tie-breaker. The vote was 11 – aye; 10 – nay; 1 – absent. The Commissioners voted in favor of the motion to approve the resolution.

The meeting adjourned.