

STATE OF TENNESSEE  
COUNTY OF HENRY ...

Be it remembered that the County Commission met in a regular session at the Courthouse in Henry County, Tennessee on November 19, 2012 at 7:00 PM. Present and presiding the Honorable Brent Greer, Chairman, Donna Craig, County Clerk and the County Commissioners:

ITEM NO. 1 The meeting was called to order by Sheriff Monte Belew.

ITEM NO. 2 The invocation was led by Commissioner Travis.

ITEM NO. 3 The pledge to the flag was led by Commissioner Mathenia.

ITEM NO. 4 Roll Call

The following Commissioners were present: Wesley Bradley, Dell Carter, Greg Carter, Bobby Freeman, Don Jones, Kreg Kyle, Paul Mathenia, Connie McSwain, Paul Neal, Dan Paschall, Monte Starks, James Travis, Marty Visser, David Webb.  
Absent: Kenneth Humphreys

ITEM NO. 5 Citizen's Forum

NONE AND THE CHAIR CLOSED THE FORUM

ITEM NO. 6 Commissioner's Forum

- Commissioner Paschall expressed some concerns about the safety of our school children, citing the substandard conditions of some of our County Roads, specifically Terrapin Creek Road. He expressed that the Commission should address these concerns.
- Commissioner McSwain thanked Commissioners Neal, Travis and Starks for attending the Henry County Health Council quarterly meeting. She urged everyone to support Healthy Henry County. She expressed her concerns of issues being brought up that everyone is not made aware of prior to the meetings.
- Commissioner Visser expressed his concerns about safety and liability issues at the Courthouse.

THE CHAIR CLOSED THE FORUM

ITEM NO. 7 Chairman Greer presented proclamations honoring special athletes and individuals.

00 001

ROLL CALL

COUNTY COMMISSION, HENRY COUNTY, DONNA CRAIG, COUNTY CLERK  
PARIS, TENNESSEE

Commissioner Webb presented and made a motion to approve Resolution A1-11-12 to appoint certain citizens and Commissioners to various boards, committees, and positions. The motion was seconded by Commissioner Dell Carter.

ITEM NO. 8

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
BRADLEY, WESLEY								
CARTER, DELL				X				
CARTER, GREG								
FREEMAN, BOBBY								
HUMPHREYS, KENNETH								
JONES, DON								
KYLE, KREG								
MATHENIA, PAUL								
MCSWAIN, CONNIE								
NEAL, PAUL								
PASCHALL, DAN								
STARKS, MONTE								
TRAVIS, JAMES								
VISSER, MARTY								
WEBB, DAVID		X						
TOTAL								

VOICE VOTE CARRIED

DATE : 11-19-12

**RESOLUTION NO. A1-11-12**

**A RESOLUTION OF THE HENRY COUNTY, TENNESSEE BOARD OF COMMISSIONERS TO APPOINT CERTAIN CITIZENS AND COMMISSIONERS TO VARIOUS BOARDS, COMMITTEES, AND POSITIONS**

**WHEREAS**, certain vacancies now exist on various boards, committees, and commissions, and in various positions of Henry County, Tennessee; and

**WHEREAS**, it is the duty and responsibility of the Board of Commissioners of Henry County, Tennessee to appoint certain qualified citizens and Henry County Commissioners to fill the said vacancies; and

**WHEREAS**, the Board of Commissioners has examined and evaluated the qualifications of certain citizens and County Commissioners for appointment to the said boards, committees, commissions, and positions.

**NOW, THEREFORE BE IT RESOLVED** by the Board of Commissioners of Henry County, Tennessee, assembled in regular session on this 19<sup>th</sup> day of November, 2012, a majority or more of said Commissioners concurring, that:

**SECTION 1.** Greg Carter be and hereby is appointed to Airport Committee for the remainder of a 6-year term with term to expire January 2013.

**SECTION 2.** Greg Carter be and hereby is appointed to the Animal Control Committee with term being co-terminus.

**SECTION 3.** Greg Carter be and hereby is appointed to the Beer Board for the remainder of a 1-year term with term to expire January 2013.

**SECTION 4.** Greg Carter be and hereby is appointed to the Committee on Aging for the remainder of a 3-year term with term to expire January 2014.

SECTION 5. Greg Carter be and hereby is appointed to the Delinquent Tax Committee for the remainder of a 1-year term with term to expire January 2013.

SECTION 6. Greg Carter be and hereby is appointed to the Liability Insurance Committee with term being co-terminus.

SECTION 7. Greg Carter be and hereby is appointed to the Vacant Property Review Committee with term being co-terminus.

**BE IT FURTHER RESOLVED** that any and all acts previously passed by this Board of County Commissioners which are in conflict with this Resolution be and hereby are rescinded, repealed, and are of no effect whatsoever.

**BE IT FURTHER RESOLVED** that this Resolution shall take effect upon its passage by this Board of County Commissioners and approval by the County Mayor, the public welfare requiring it.

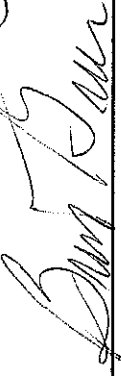
**BE IT FINALLY RESOLVED** that a true copy of this Resolution be spread upon the Commission record of this date.

**PASSED** 11-19-12

  
\_\_\_\_\_  
**BRENT GREER, CHAIRMAN**  
**HENRY COUNTY COMMISSION**

  
\_\_\_\_\_  
**DONNA CRAIG**  
**COUNTY CLERK**

**APPROVED** 11-19-12

  
\_\_\_\_\_  
**BRENT GREER**  
**HENRY COUNTY MAYOR**

ROLL CALL

COUNTY COMMISSION, HENRY COUNTY, DONNA CRAIG, COUNTY CLERK  
PARIS, TENNESSEE

A motion was made by Commissioner Kyle and seconded by Commissioner Mathenia to approve the Consent Agenda, which consists of the following: Minutes of the meeting of October 15, 2012, various quarterly and monthly reports, report of property tax collections to date, report of total revenue collections to date, and the following Notary Public designations: Tom Papszycki, Stacia Puckett, Diane Mallard, Diann McGuire, Mary Ellen Blanton.

ITEM NO. 9

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
BRADLEY, WESLEY								
CARTER, DELL								
CARTER, GREG								
FREEMAN, BOBBY								
HUMPHREYS, KENNETH								
JONES, DON								
KYLE, KREG			X					
MATHENIA, PAUL				X				
MCSWAIN, CONNIE								
NEAL, PAUL								
PASCHALL, DAN								
STARKS, MONTE								
TRAVIS, JAMES								
VISSER, MARTY								
WEBB, DAVID								
TOTAL								

VOICE VOTE CARRIED

DATE : 11-19-12

00 005

ROLL CALL

COUNTY COMMISSION, HENRY COUNTY, DONNA CRAIG, COUNTY CLERK  
PARIS, TENNESSEE

A motion was made by Commissioner Bradley and seconded by Commissioner Paschall to approve Resolution 1-11-12 through and inclusive of 3-11-12 to authorize certain changes in the budget.

ITEM NO. 10

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
BRADLEY, WESLEY			X		X			
CARTER, DELL					X			
CARTER, GREG					X			
FREEMAN, BOBBY					X			
HUMPHREYS, KENNETH	X							
JONES, DON					X			
KYLE, KREG					X			
MATHENIA, PAUL					X			
MCSWAIN, CONNIE					X			
NEAL, PAUL					X			
PASCHALL, DAN				X	X			
STARKS, MONTE					X			
TRAVIS, JAMES					X			
VISSER, MARTY					X			
WEBB, DAVID					X			
TOTAL	1				14			

MOTION CARRIED

DATE : 11-19-12

RESOLUTION #1-11-12

A RESOLUTION OF THE HENRY COUNTY, TENNESSEE BOARD OF COMMISSIONERS TO AUTHORIZE CERTAIN CHANGES IN THE BUDGET FOR THE HENRY COUNTY GENERAL FUND  
FOR FISCAL 2012-2013

WHEREAS, the Board of County Commissioners of Henry County, Tennessee at its July Recessed Session, 2012, adopted the budget for the Henry County General Fund for fiscal 2012-2013; and,

WHEREAS, the said Board of County Commissioners of Henry County, Tennessee must authorize and approve any and all changes and amendments of the said budget of the Henry County General Fund; and,

WHEREAS, the expenditures authorized in the said budget of the Henry County General Fund will be insufficient in certain line items with funds being available for transfer; and,

WHEREAS, it is necessary and appropriate that the said budget of the Henry County General Fund be amended to provide additional funds for certain line items.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Henry County, Tennessee assembled in regular session on this the 19<sup>th</sup> day of November 2012, a majority or more of said membership concurring, that the budget for the Henry County General Fund be and hereby is amended as follows, to-wit:

CHANCERY COURT

INCREASE ACCOUNT 53400-348, entitled "Postage," in the amount of \$14,018.30

DECREASE ACCOUNT 39000, entitled "Unappropriated Fund Balance," in the amount of \$14,018.30

Please see letter from Mary Burns regarding request. It is my understanding that Mary will be at the meeting to answer any questions.

BE IT FURTHER RESOLVED that a true copy of this Resolution be spread upon the Commission record of this date.

PASSED 11-19-12



BRENT GREER, CHAIRMAN  
HENRY COUNTY COMMISSION

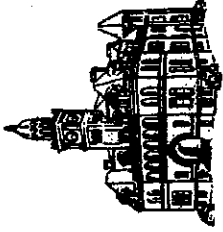


DONNA CRAIG  
COUNTY CLERK

APPROVED 11-19-12

BRENT GREER  
COUNTY MAYOR

*Rena E. Harmon*  
Chancellor  
802 Main Street  
Savannah, Tennessee 38372



*Henry County Chancery Court  
Twenty-Fourth Judicial District  
Phone (731) 642-4234*

*Mary G. Burns*  
Clerk & Master  
P. O. Box 313  
Paris, Tennessee 38242

November 05, 2012

Ms. Pat Hollingsworth  
Accounts and Budget  
Post Office Box 7  
Paris, Tennessee 38242

Re: 2010 Delinquent Tax Suit  
Chancery Docket No. 21999

Dear Ms. Hollingsworth,

Please place this request for funds on the upcoming budget committee meeting of October 13, 2012. My request will be for fourteen thousand eighteen dollars and thirty cents (14,018.30) to be used for the service of summons in the above referenced case. These monies would be placed in line item #53400-348, postage.

I will be in attendance at the aforementioned meeting. Feel free to call or come by the office should you have questions or require further information.

Cordially,

A handwritten signature in cursive script that reads "Mary G. Burns".

Mary G. Burns  
Clerk and Master

MB/dgw

cc: Members of the 2012-2013 Budget Committee  
Brent Greer, County Mayor



**RESOLUTION #2-11-12**

**A RESOLUTION OF THE HENRY COUNTY, TENNESSEE BOARD OF COMMISSIONERS TO AUTHORIZE CERTAIN CHANGES IN THE BUDGET FOR THE HENRY COUNTY GENERAL CAPITAL PROJECTS FUND FOR FISCAL 2012-2013**

**WHEREAS**, the Board of County Commissioners of Henry County, Tennessee at its July Recessed Session, 2012, adopted the budget for the Henry County General Capital Projects Fund for fiscal 2012-2013; and,

**WHEREAS**, the said Board of County Commissioners of Henry County, Tennessee must authorize and approve any and all changes and amendments of the said budget of the Henry County General Capital Projects Fund; and,

**WHEREAS**, the expenditures authorized in the said budget of the Henry County General Capital Projects Fund will be insufficient in certain line items with funds being available for transfer; and,

**WHEREAS**, it is necessary and appropriate that the said budget of the Henry County General Capital Projects Fund be amended to provide additional funds for certain line items.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Henry County, Tennessee assembled in regular session on this the 19<sup>th</sup> day of November 2012, a majority or more of said membership concurring, that the budget for the Henry County General Capital Projects Fund be and hereby is amended as follows, to-wit:


DECREASE REVENUE ACCOUNT 49800, entitled "Transfers In," in the amount of \$1,734.00

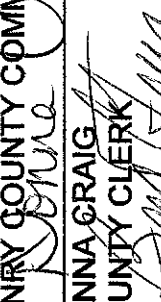
DECREASE ACCOUNT 91190-791, entitled "Other Construction," in the amount of \$1,734.00

Transfer due to reserve and expense allocated to general fund and needs to be removed from general capital projects fund.

**BE IT FURTHER RESOLVED** that a true copy of this Resolution be spread upon the Commission record of this date.

PASSED 11-19-12

  
BRENT GREER, CHAIRMAN  
HENRY COUNTY COMMISSION

  
DONNA CRAIG  
COUNTY CLERK

APPROVED 11-19-12  
  
BRENT GREER  
COUNTY MAYOR

**RESOLUTION #3-11-12**

**A RESOLUTION OF THE HENRY COUNTY, TENNESSEE BOARD OF COMMISSIONERS TO AUTHORIZE CERTAIN CHANGES IN THE BUDGET FOR THE HENRY COUNTY GENERAL PURPOSE SCHOOL FUND  
FOR FISCAL 2012-2013**

**WHEREAS**, the Board of County Commissioners of Henry County, Tennessee at its July Recessed Session, 2012, adopted the budget for the Henry County General Purpose School Fund for fiscal 2012-2013; and,

**WHEREAS**, the said Board of County Commissioners of Henry County, Tennessee must authorize and approve any and all changes and amendments of the said budget of the Henry County General Purpose School Fund; and,

**WHEREAS**, the expenditures authorized in the said budget of the Henry County General Purpose School Fund will be insufficient in certain line items with funds being available for transfer; and,

**WHEREAS**, it is necessary and appropriate that the said budget of the Henry County General Purpose School Fund be amended to provide additional funds for certain line items.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Henry County, Tennessee assembled in regular session on this the 19<sup>th</sup> day of November 2012, a majority or more of said membership concurring, that the budget for the Henry County General Purpose School Fund be and hereby is amended as follows, to-wit:

**141-01**

DECREASE REVENUE ACCOUNT 46515, entitled "Early Childhood Education," in the amount of \$8,189.00

INCREASE ACCOUNT 73400-116, entitled "Teachers," in the amount of \$11.00

INCREASE ACCOUNT 73400-201, entitled "Social Security," in the amount of \$0.78

INCREASE ACCOUNT 73400-204, entitled "Retirement," in the amount of \$1.28

INCREASE ACCOUNT 73400-207, entitled "Medical Insurance," in the amount of \$83.58

INCREASE ACCOUNT 73400-212, entitled "Medicare," in the amount of \$0.16

DECREASE ACCOUNT 73400-355, entitled "Travel," in the amount of \$3,000.00

DECREASE ACCOUNT 73400-399, entitled "Other Contracted Services," in the amount of \$800.00

DECREASE ACCOUNT 73400-422, entitled "Food Supplies," in the amount of \$375.80

INCREASE ACCOUNT 73400-429, entitled "Instructional Supplies & Materials," in the amount of \$890.00

DECREASE ACCOUNT 73400-499, entitled "Other Supplies & Materials," in the amount of \$6,000.00

INCREASE ACCOUNT 73400-524, entitled "Staff Development," in the amount of \$2,000.00

DECREASE ACCOUNT 73400-599, entitled "Other Charges," in the amount of \$1,000.00

**141-02**

INCREASE REVENUE ACCOUNT 46590, entitled "Kids Corner - LEAP Grant," in the amount of \$41,312.00

DECREASE ACCOUNT 73300-189, entitled "Other Salaries & Wages," in the amount of \$3,500.00

DECREASE ACCOUNT 73300-201, entitled "Social Security," in the amount of \$217.00

DECREASE ACCOUNT 73300-204, entitled "Retirement," in the amount of \$583.00

DECREASE ACCOUNT 73300-212, entitled "Medicare," in the amount of \$51.00

INCREASE ACCOUNT 73300-355, entitled "Travel," in the amount of \$1,300.00

DECREASE ACCOUNT 73300-399, entitled "Other Contracted Services," in the amount of \$9,000.00

INCREASE ACCOUNT 73300-499, entitled "Other Supplies & Materials," in the amount of \$57,863.00

DECREASE ACCOUNT 73300-599, entitled "Other Charges," in the amount of \$4,500.00

**141-03**

INCREASE ACCOUNT 71100-116, entitled "Teachers," in the amount of \$27,757.00

INCREASE ACCOUNT 71100-163, entitled "Educational Assistants," in the amount of \$28,000.00

INCREASE ACCOUNT 71100-201, entitled "Social Security," in the amount of \$6,850.00

INCREASE ACCOUNT 71100-212, entitled "Medicare," in the amount of \$1,610.00

DECREASE ACCOUNT 71200-116, entitled "Teachers," in the amount of \$21,700.00

DECREASE ACCOUNT 71200-163, entitled "Educational Assistants," in the amount of \$24,430.00

DECREASE ACCOUNT 71200-201, entitled "Social Security," in the amount of \$2,900.00

DECREASE ACCOUNT 71200-204, entitled "Retirement," in the amount of \$2,400.00

DECREASE ACCOUNT 71200-212, entitled "Medicare," in the amount of \$800.00

INCREASE ACCOUNT 72120-131, entitled "Medical Personnel," in the amount of \$1,089.00

INCREASE ACCOUNT 72120-189, entitled "Other Salaries & Wages," in the amount of \$417.00

INCREASE ACCOUNT 72120-201, entitled "Social Security," in the amount of \$59.00

INCREASE ACCOUNT 72120-204, entitled "Retirement," in the amount of \$309.00

INCREASE ACCOUNT 72120-212, entitled "Medicare," in the amount of \$22.00

INCREASE ACCOUNT 72130-123, entitled "Guidance," in the amount of \$138.00

DECREASE ACCOUNT 72130-130, entitled "Social Worker," in the amount of \$7,533.00

DECREASE ACCOUNT 72210-129, entitled "Librarian," in the amount of \$8,800.00

INCREASE ACCOUNT 72215-105, entitled "Supervisor," in the amount of \$1,207.00

INCREASE ACCOUNT 72215-201, entitled "Social Security," in the amount of \$75.00

INCREASE ACCOUNT 72215-204, entitled "Retirement," in the amount of \$228.00

INCREASE ACCOUNT 72215-212, entitled "Medicare," in the amount of \$18.00

INCREASE ACCOUNT 72230-105, entitled "Supervisor," in the amount of \$687.00

INCREASE ACCOUNT 72230-201, entitled "Social Security," in the amount of \$12.00

INCREASE ACCOUNT 72230-204, entitled "Retirement," in the amount of \$83.00

INCREASE ACCOUNT 72230-212, entitled "Medicare," in the amount of \$2.00

INCREASE ACCOUNT 72710-161, entitled "Secretary," in the amount of \$5,518.00

DECREASE ACCOUNT 72620-161, entitled "Secretary," in the amount of \$5,518.00

141-04

INCREASE REVENUE ACCOUNT 46530, entitled "Energy Efficient Schools," in the amount of \$10,350.00  
INCREASE ACCOUNT 72620-499, entitled "Other Supplies & Materials," in the amount of \$10,350.00


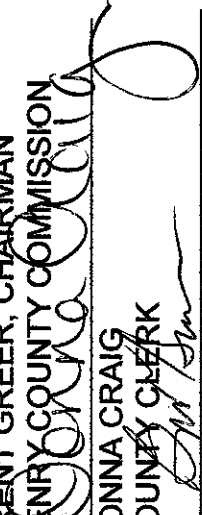

141-05

INCREASE ACCOUNT 72320-101, entitled "Director," in the amount of \$2,913.00  
INCREASE ACCOUNT 72320-162, entitled "Clerical," in the amount of \$1.00  
INCREASE ACCOUNT 72320-201, entitled "Social Security," in the amount of \$107.00  
INCREASE ACCOUNT 72320-204, entitled "Retirement," in the amount of \$259.00  
INCREASE ACCOUNT 72320-212, entitled "Medicare," in the amount of \$40.00  
DECREASE ACCOUNT 72320-355, entitled "Travel," in the amount of \$3,320.00  
INCREASE REVENUE ACCOUNT 46590, entitled "Other State Funds," in the amount of \$900.00  
INCREASE ACCOUNT 72710-499, entitled "Other Supplies & Materials," in the amount of \$650.00  
INCREASE ACCOUNT 72130-355, entitled "Travel," in the amount of \$250.00

141-06

**BE IT FURTHER RESOLVED** that a true copy of this Resolution be spread upon the Commission record of this date.

PASSED 11-19-12

  
BRENT GREER, CHAIRMAN  
HENRY COUNTY COMMISSION  
  
DONNA CRAIG  
COUNTY CLERK  
  
BRENT GREER  
COUNTY MAYOR

APPROVED 11-19-12

Henry County Board of Education  
 Budget Amendments 2012-2013  
 Fund 141 - General Purpose

Amendme # 141-01

Amendme #		INC REVENUE	DEC REVENUE
46515	Early Childhood Education		8,189.00
Amendme #		DEC EXPENSE	INC EXPENSE
73400	116 Teachers		11.00
73400	201 Social Security		0.78
73400	204 Retirement		1.28
73400	207 Medical Insurance		83.58
73400	212 Medicare		0.16
73400	355 Travel	3,000.00	
73400	399 Other Contracted	800.00	
73400	422 Food Supplies - Allocated	375.80	
73400	429 Instructional Supplies & Mat		890.00
73400	499 Other Supplies & Materials	6,000.00	
73400	524 Staff Development		2,000.00
73400	599 Other Charges	1,000.00	
		<u>11,175.80</u>	<u>11,175.80</u>

To true up- Early Childhood Grand Award. We estimated \$293,000; We will be reimbursed up to \$284,811.00 within budgeted line items.

Approved By: \_\_\_\_\_  
 Chairman of the Henry County Board of Education

Date: \_\_\_\_\_  
 Approved By: \_\_\_\_\_  
 Henry County Commission

Date: \_\_\_\_\_

Henry County Board of Education  
 Budget Amendments 2012-2013  
 Fund 141 - General Purpose

Amendment # 141-02

Amendment #	700	Kids Corner - LEAP Grant	INC REVENUE	DEC REVENUE
46590	700	Kids Corner - LEAP Grant	41,312.00	
			<b>DEC EXPENSE</b>	<b>INC EXPENSE</b>
73300	189	Wages	3,500.00	
73300	201	Social Security	217.00	
73300	204	Retirement	583.00	
73300	212	Medicare	51.00	
73300	355	Travel		1,300.00
73300	399	Other Contracted Services	9,000.00	
73300	499	Other Supplies & Materials	4,500.00	57,863.00
73300	599	Other Charges	59,163.00	59,163.00

To true up- State LEAP Grant. We estimated \$200,000 and we are approved for \$241,312.

Approved By: \_\_\_\_\_

*Chairman of the Henry County Board of Education*

Date: \_\_\_\_\_

Approved By: \_\_\_\_\_

*Henry County Commission*

Date: \_\_\_\_\_

Henry County Board of Education  
 Budget Amendments 2012-2013  
 Fund 141 - General Purpose

Amendmer # 141-03

			DEC EXPENSE	INC EXPENSE
71100	116	Reg Instruction		
71100	163	Reg Instruction		27,757.00
71100	201	Reg Instruction		28,000.00
71100	212	Reg Instruction		6,850.00
71200	116	Special Education	21,700.00	1,610.00
71200	163	Special Education	24,430.00	
71200	201	Special Education	2,900.00	
71200	204	Special Education	2,400.00	
71200	212	Special Education	800.00	
72120	131	Health		1,089.00
72120	189	Health		417.00
72120	201	Health		59.00
72120	204	Health		309.00
72120	212	Health		22.00
72130	123	Other Student Suppc		138.00
72130	130	Other Student Suppc	7,533.00	
72210	129	Staff Support Instruc	8,800.00	
72215	105	Alternative		
72215	201	Alternative		1,207.00
72215	204	Alternative		75.00
72215	212	Alternative		228.00
72230	105	Vocational		18.00
72230	201	Vocational		687.00
72230	204	Vocational		12.00
72230	212	Vocational		83.00
72710	161	Transporation		2.00
72620	161	Maintenance	5,518.00	5,518.00
			<u>74,081.00</u>	<u>74,081.00</u>

We had to increase in Regular instruction due to decrease in Special Education, we had changes in personnel that crossed categories (Function number), we had an error on system scale that created two supervisor adjustments in Alternative and Vocational and we had a move change from Maintenance to Transporation. Most of the changes occur in regular intruction due to replacement personnel that occurs during the school year. Overall we believe we have enough to cover all current employees as well as any changes that may occur during the year.

Approved By: \_\_\_\_\_

*Chairman of the Henry County Board of Education*

Date: \_\_\_\_\_

Approved By: \_\_\_\_\_

*Henry County Commission*

Date: \_\_\_\_\_



Henry County Board of Education  
Budget Amendments 2012-2013  
Fund 141 - General Purpose

Amendment # 141-04

		INC REVENUE	INC EXPENSE
46530	Energy Efficient Schools	10,350.00	
72620 499	Maint - Other Supplies & Materials		10,350.00

To Record received from the Energy Efficient School Grants

Approved By:

\_\_\_\_\_  
*Chairman of the Henry County Board of Education*

Date:

Approved By:

\_\_\_\_\_  
*Henry County Commission*

Date:

Henry County Board of Education  
 Budget Amendments 2012-2013  
 Fund 141 - General Purpose

Amendmer # 141-05

		DEC EXPENSE	INC EXPENSE
72320	101 Director		2,913.00
72320	162 Clerical		1.00
72320	201 Social Security		107.00
72320	204 Retirement		259.00
72320	212 Medicare		40.00
72320	355 Travel	3,320.00	

Approved By:

\_\_\_\_\_  
 Chairman of the Henry County Board of Education

Date:

Approved By:

\_\_\_\_\_  
 BOARD ONLY

Date:

\_\_\_\_\_

Henry County Board of Education  
 Budget Amendments 2012-2013  
 Fund 141 - General Purpose

Amendmer # 141-06

	Original Budget	State Grant Awarded	Increase
REVENUE			
46590 46 Other State Funds - Revenue	15,000.00	15,900.00	900.00
EXPENSE			
72620 499 46 Maintenance - Surveillance	7,250.00	7,250.00	0.00
72710 499 46 Transportation - Bus Surveillance	6,000.00	6,650.00	650.00
72130 355 46 Student Support - Travel SRO	1,250.00	1,500.00	250.00
72130 499 460 Other Supplies - Radio's	500.00	500.00	0.00
	15,000.00	15,900.00	900.00

To adjust Budget to equal State approved funding for Safe School Act of 1998

Approved By: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Approved By: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Chairman of the Henry County Board of Education  
 \_\_\_\_\_  
 Henry County Commission  
 \_\_\_\_\_

ROLL CALL  
 COUNTY COMMISSION, HENRY COUNTY, DONNA CRAIG, COUNTY CLERK  
 PARIS, TENNESSEE

A motion was made by Commissioner Mathenia and seconded by Commissioner Kyle to approve Resolution 4-1-12, authorizing the issuance of rural school refunding bonds in an aggregate principal amount not to exceed \$6,950,000 of Henry County Tennessee; making provision for the issuance, sale and payment of said bonds; establishing the terms thereof and the disposition of proceeds therefrom; providing for the levy of taxes for the payment of principal of, premium, if any, and interest on the bonds; and repealing Resolution 7-2R-12.

ITEM NO. 11

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
BRADLEY, WESLEY					X			
CARTER, DELL					X			
CARTER, GREG					X			
FREEMAN, BOBBY					X			
HUMPHREYS, KENNETH	X							
JONES, DON					X			
KYLE, KREG				X	X			
MATHENIA, PAUL			X		X			
MCSWAIN, CONNIE					X			
NEAL, PAUL					X			
PASCHALL, DAN					X			
STARKS, MONTE					X			
TRAVIS, JAMES					X			
VISSER, MARTY					X			
WEBB, DAVID					X			
TOTAL	1				14			

MOTION CARRIED

DATE : 11-19-12

RESOLUTION NO. 4-11-12

A RESOLUTION AUTHORIZING THE ISSUANCE OF RURAL SCHOOL REFUNDING BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED SIX MILLION NINE HUNDRED FIFTY THOUSAND DOLLARS (\$6,950,000) OF HENRY COUNTY, TENNESSEE; MAKING PROVISION FOR THE ISSUANCE, SALE AND PAYMENT OF SAID BONDS; ESTABLISHING THE TERMS THEREOF AND THE DISPOSITION OF PROCEEDS THEREFROM; PROVIDING FOR THE LEVY OF TAXES FOR THE PAYMENT OF PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS; AND REPEALING RESOLUTION 7-2R-12.

WHEREAS, pursuant to authority granted by Sections 49-3-1001, et seq., Tennessee Code Annotated, as amended, Henry County, Tennessee (the "County") has issued its Rural School Bonds, Series 2003, dated January 27, 2003, maturing May 1, 2018 and May 1, 2021 through May 1, 2025, inclusive (the "Outstanding Bonds"), and

WHEREAS, under the provisions of Sections 49-3-1001, et seq., Tennessee Code Annotated and Sections 9-21-101 et seq., Tennessee Code Annotated, as amended, counties in Tennessee are authorized through their respective governing bodies to issue and sell bonds of said counties to refund, redeem or make principal and interest payments on bonds or other obligations previously issued by said counties; and

WHEREAS, the plan of refunding for the Outstanding Bonds 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 said report on the plan of refunding has been issued and is attached hereto as Exhibit A; and

WHEREAS, the Board of County Commissioners of the County has determined that it is necessary and advisable to refund all or a portion of the Outstanding Bonds by the issuance of rural school refunding bonds for the purpose of obtaining debt service savings; and

WHEREAS, it is the intention of the Board of County Commissioners of the County to adopt this Resolution for the purpose of authorizing not to exceed \$6,950,000 in aggregate principal amount of its rural school refunding bonds, providing for the issuance, sale and payment of said bonds, establishing the terms thereof and the disposition of proceeds there from and providing for the levy of a tax under certain conditions for the payment of principal thereof, premium, if any, and interest thereon.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF HENRY COUNTY, TENNESSEE, AS FOLLOWS:

SECTION 1. Authority. The bonds authorized by this resolution are issued pursuant to Sections 49-3-1001, et seq., Tennessee Code Annotated and 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) "Basic Education Program Funds" means the non-classroom component of the Basic Education Program Funds received by the Henry County Board of Education from the State of Tennessee;
- (b) "Bonds" shall mean not to exceed \$6,950,000 in aggregate principal amount of Rural School Refunding Bonds of the County, to be dated their date of issuance and having such series designation or such other designation or dated date as the County Mayor shall determine pursuant to Section 8 hereof;
- (c) "Book-Entry Form" or "Book-Entry System" means a form or system, as applicable, under which physical bond certificates in fully registered form are issued to a Depository, or to its nominee as Registered Owner, with the certificate of bonds being held by and "immobilized" in the custody of such Depository, and under which records maintained by persons, other than the County or the Registration Agent, constitute the written record that identifies, and records the transfer of, the beneficial "book-entry" interests in those bonds;
- (d) "Code" means the Internal Revenue Code of 1986, as amended, and all regulations promulgated thereunder;

- (e) "County" means Henry County, Tennessee;
- (f) "County Sales Tax Revenues" means an amount which, together with the School Board Sales Tax Revenues, does not exceed \$600,000 per fiscal year of revenues received or to be received by the County from its share of the three-quarter cent (3/4¢) sales and use tax increase levied and collected pursuant to Sections 67-6-712(a)(2) et seq., Tennessee Code Annotated, pursuant to Resolution No. 26832 adopted by the Governing Body on June 20, 1983 and referendum of the voters held on August 4, 1983;
- (g) "Depository" means any securities depository that is a clearing agency under federal laws operating and maintaining, with its participants or otherwise, a Book-Entry System, including, but not limited to, DTC;
- (h) "DTC" means The Depository Trust Company, a limited purpose company organized under the laws of the State of New York, and its successors and assigns;
- (i) "DTC Participant(s)" means securities brokers and dealers, banks, trust companies and clearing corporations that have access to the DTC System;
- (j) "Escrow Agent" means Regions Bank, Nashville, Tennessee, or any successor, as escrow agent under the Refunding Escrow Agreement;
- (k) "Financial Advisor" shall mean Morgan Keegan & Company, Inc. or its successor in interest, doing business as Raymond James | Morgan Keegan, Nashville, Tennessee;
- (l) "Governing Body" means the Board of County Commissioners of the County;
- (m) "Outstanding Bonds" means the County's outstanding Rural School Bonds, Series 2003, dated January 27, 2003, maturing May 1, 2018 and May 1, 2021 through May 1, 2025, inclusive;
- (n) "Refunded Bonds" mean the maturities and portions of maturities of the Outstanding Bonds designated for refunding pursuant to Section 8 hereof;
- (o) "Refunding Escrow Agreement" means the refunding escrow agreement between the County and the Escrow Agent, substantially in the form attached hereto as Exhibit B;
- (p) "Registration Agent" means Regions Bank, Nashville, Tennessee as registration and paying agent for the Bonds or any successor designated by the Governing Body;
- (q) "School Board Resolution" means that certain resolution adopted by the Henry County Board of Education on January 11, 2001 authorizing the pledge of a portion of the County Sales Tax Revenues, the School Board Sales Tax Revenues and the Better Education Program Funds as security for the payment of principal of, premium, if any, and interest on the 2001 Bonds, the 2005 Bonds, the Outstanding Bonds, and the Bonds;
- (r) "School Board Tax Revenues" means an amount, which together with the County Sales Tax Revenues does not exceed \$600,000 per fiscal year, of revenues received or to be received by the Henry County Board of Education from its share of the three-quarter cent (3/4¢) sales and use tax increase levied and collected pursuant to Sections 67-6-712(a)(1) et seq., Tennessee Code Annotated, pursuant to Resolution No. 2683 adopted by the Governing Body on June 20, 1983 and referendum of the voters on August 4, 1983, and as approved pursuant to the School Board Resolution;
- (s) "2001 Bonds" means the County's outstanding High School Bonds, Series 2001B, dated March 19, 2001;
- (t) "2005 Bonds" means the County's outstanding High School Refunding Bonds, Series 2005, dated May 27, 2005; and
- (u) "State Director" means the Director of State and Local Finance in the Office of the Comptroller of the Treasury of the State of Tennessee.

SECTION 3. Findings of the Governing Body; Compliance with Debt Management Policy. It is hereby found and determined by the Governing Body as follows:

- (a) In conformance with the directive of the State Funding Board of the State of Tennessee, the County has heretofore adopted its Debt Management Policy. The Board of County Commissioners hereby finds that the issuance and sale of the Bonds, as proposed herein, is consistent with the County's Debt Management Policy.

(b) Specifically, the Board of County Commissioners hereby finds that the issuance of the Bonds authorized by this resolution is advisable because it will result in the reduction in debt service payable by the County over the term of the Outstanding Bonds. The County's Debt Management Policy contemplates that the County may issue refunding bonds for the purpose of achieving debt service savings. The Board of County Commissioners finds that a savings threshold of not less than three percent (3.00%), measured by comparing the present value of the savings to the par amount of Refunded Bonds, should be met in order for the Bonds to be issued.

(c) The Bonds authorized herein will be structured so as not to materially extend beyond the original term of the Refunded Bonds.

(d) To ensure that the costs of the Bonds authorized herein have been fully disclosed, the Refunding Report of the State Director has been presented to the members of the Governing Body in connection with their consideration of this resolution and is attached hereto as Exhibit A. The estimated amortization of the Bonds (which is subject to adjustment as provided in Section 8 hereof) is attached as Exhibit C.

SECTION 4. Authorization and Terms of the Bonds. (a) For the purpose of providing funds to refund the Refunded Bonds and to pay all or a portion of the costs of issuance and sale of the Bonds, there is hereby authorized to be issued rural school refunding bonds of the County in the aggregate principal amount of not to exceed \$6,950,000. The Bonds shall be issued in fully registered, book-entry form (except as otherwise provided herein), without coupons, shall be known as "Rural School Refunding Bonds" and shall be dated their date of issuance, having such series designation or such other designation and such other dated date as shall be determined by the County Mayor pursuant to Section 8 hereof. Subject to adjustments permitted pursuant to Section 8 hereof, the Bonds shall bear interest per annum at a rate or rates not exceeding the maximum rate permitted by Tennessee law at the time of the issuance of the Bonds or such emission thereof, payable semi-annually on May 1 and November 1 in each year, commencing May 1, 2013. Subject to adjustments permitted in Section 8 hereof, the Bonds shall be issued initially in \$5,000 denominations or integral multiples thereof, as shall be requested by the purchaser thereof, and shall mature on annually May 1 or semi-annually on May 1 and November 1 of each year, subject to prior optional redemption as hereinafter provided, either serially or through mandatory redemption, in the years 2013 through 2025.

(b) Subject to adjustments permitted in Section 8 hereof, the Bonds shall not be subject to optional redemption prior to maturity. If adjustments are made to the redemption provisions permitted in Section 8 hereof, and if less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be designated by the Governing Body. If less than all of the Bonds within a single maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

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

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

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

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such mandatory redemption date, the County may (i) deliver to the Registration Agent for cancellation Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and canceled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the County on such

payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The County shall on or before the forty-fifth (45th) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.

(d) Notice of call for redemption, whether optional or mandatory, shall be given by the Registration Agent on behalf of the County not less than twenty (20) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for redemption of any of the Bonds for which proper notice was given. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to effect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the County nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant or Beneficial Owner will not affect the validity of such redemption. The Registration Agent shall mail said notices as and when directed by the County pursuant to written instructions from an authorized representative of the County (other than for a mandatory sinking fund redemption, notices of which shall be given on the dates provided herein) given at least forty-five (45) days prior to the redemption date (unless a shorter notice period shall be satisfactory to the Registration Agent). From and after the redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth herein. On or before the date fixed for redemption, moneys shall be deposited with the Registration Agent to pay the principal of, redemption premium, if any, and interest accrued to the redemption date on the Bonds called for redemption. In the case of a Conditional Redemption, the failure of the County to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the Depository or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

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

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



Registration Agent prior to the record date.

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

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

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

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

Each DTC Participant shall be credited in the records of DTC with the amount of such DTC Participant's interest in the Bonds. Beneficial ownership interests in the Bonds may be purchased by or through DTC Participants. The holders of these beneficial ownership interests are hereinafter referred to as the "Beneficial Owners." The Beneficial Owners shall not receive the Bonds representing their beneficial ownership interests. The ownership interests of each Beneficial Owner shall be recorded through the records of the DTC Participant from which such Beneficial Owner purchased its Bonds. Transfers of ownership interests in the Bonds shall be accomplished by book entries made by DTC and,

in turn, by DTC Participants acting on behalf of Beneficial Owners. SO LONG AS CEDE & CO., AS NOMINEE FOR DTC, IS THE REGISTERED OWNER OF THE BONDS, THE REGISTRATION AGENT SHALL TREAT CEDE & CO., AS THE ONLY HOLDER OF THE BONDS FOR ALL PURPOSES UNDER THIS RESOLUTION, INCLUDING RECEIPT OF ALL PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS, RECEIPT OF NOTICES, VOTING AND REQUESTING OR DIRECTING THE REGISTRATION AGENT TO TAKE OR NOT TO TAKE, OR CONSENTING TO, CERTAIN ACTIONS UNDER THIS RESOLUTION.

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

In the event that (1) DTC determines not to continue to act as securities depository for the Bonds or (2) the County determines that the continuation of the Book-Entry System of evidence and transfer of ownership of the Bonds would adversely affect their interests or the interests of the Beneficial Owners of the Bonds, the County shall discontinue the Book-Entry System with DTC. If the County fails to identify another qualified securities depository to replace DTC, the County shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully registered Bonds to each Beneficial Owner. If the purchaser of the Bonds, or any emission thereof, does not intend to reoffer the Bonds to the public, then the County Mayor and the purchaser may agree that the Bonds be issued in the form of fully-registered certificated Bonds and not utilize the Book-Entry System.

THE COUNTY AND THE REGISTRATION AGENT SHALL NOT HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO ANY DTC PARTICIPANT OR ANY BENEFICIAL OWNER WITH RESPECT TO (i) THE BONDS; (ii) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DTC PARTICIPANT; (iii) THE PAYMENT BY DTC OR ANY DTC PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS; (iv) THE DELIVERY OR TIMELINESS OF DELIVERY BY DTC OR ANY DTC PARTICIPANT OF ANY NOTICE DUE TO ANY BENEFICIAL OWNER THAT IS REQUIRED OR PERMITTED UNDER THE TERMS OF THIS RESOLUTION TO BE GIVEN TO BENEFICIAL OWNERS, (v) THE SELECTION OF BENEFICIAL OWNERS TO RECEIVE PAYMENTS IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE BONDS; OR (vi) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC, OR ITS NOMINEE, CEDE & CO., AS OWNER.

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

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

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

**SECTION 5. Source of Payment.** The Bonds shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the County lying outside the territorial limits of the Paris Special School District. 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, subject to the limitations set forth in the preceding sentence. The Bonds are additionally payable from and secured by the School Board Sales Tax Revenues, the County Sales Tax Revenues and the Basic Education Program Funds, subject to a prior pledge of the such revenues and funds in favor of the 2001B Bonds, the 2005 Bonds and any Outstanding Bonds not refunded by the Bonds.

**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:

REGISTERED \_\_\_\_\_ REGISTERED  
Number \_\_\_\_\_ \$ \_\_\_\_\_

(Form of Face of Bond)

UNITED STATES OF AMERICA  
STATE OF TENNESSEE  
COUNTY OF HENRY  
RURAL SCHOOL REFUNDING BONDS, SERIES 2012

Interest Rate: \_\_\_\_\_ Maturity Date: \_\_\_\_\_ Date of Bond: \_\_\_\_\_, 20\_\_\_\_ CUSIP No.: \_\_\_\_\_

Registered Owner: CEDE & CO.

Principal Amount: \_\_\_\_\_

FOR VALUE RECEIVED, Henry County, Tennessee (the "County") hereby promises to pay to the registered owner hereof, hereinabove named, or registered assigns, in the manner hereinafter provided, the principal amount hereinabove set forth on the maturity date hereinabove set forth (or upon earlier redemption as set forth herein), and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on said principal amount at the annual rate of interest hereinabove set forth from the date hereof until said maturity date or redemption date, said interest being payable on [May 1, 2013], and semi-annually thereafter on the first day of [May and November] 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 at the principal corporate trust office of Regions Bank, Nashville, Tennessee, as registration and paying agent (the "Registration Agent"). The Registration Agent shall make all interest payments with respect to this Bond on each interest payment date to the registered owner hereof shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by check or draft mailed to such owner at such owner's address shown on said Bond registration records, without, except for final payment, the presentation or surrender of this Bond, and all such payments shall discharge the obligations of the County to the extent of the payments so made. Any such interest not so punctually paid or duly provided for on any interest payment date shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such defaulted interest shall be payable to the person in whose name this Bond is registered at the close of business on the date (the "Special Record Date") for payment of such defaulted interest to be fixed by the Registration Agent, notice of which shall be given to the owners of the Bonds of the issue of which this Bond is one not less than ten (10) days prior to such Special Record Date. Payment of principal of [and premium, if any,] on this Bond shall be made when due upon presentation and surrender of this Bond to the Registration Agent.

Except as otherwise provided herein or in the Resolution, as hereinafter defined, this Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Bonds of the series of which this Bond is one. One Bond for each maturity of the Bonds shall be issued to DTC and immobilized in its custody. A book-entry system shall be employed, evidencing ownership of the Bonds in \$5,000 denominations, or multiples thereof, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants, as defined in the Resolution, pursuant to rules and procedures established by DTC. So long as Cede & Co., as nominee for DTC, is the registered owner of the Bonds, the County and the Registration Agent shall treat Cede & Co., as the only owner of the Bonds for all purposes under the Resolution, including receipt of all principal and maturity amounts of [ premium, if any,] and interest on the Bonds, receipt of notices, voting and requesting or taking or not taking, or consenting to, certain actions hereunder. Payments of principal, and] interest, [and redemption premium, if any,] with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid directly to DTC or its nominee, Cede & Co. DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners, as defined in the Resolution. Neither the

County nor the Registration Agent shall be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants. In the event that (1) DTC determines not to continue to act as securities depository for the Bonds or (2) the County determines that the continuation of the book-entry system of evidence and transfer of ownership of the Bonds would adversely affect its interests or the interests of the Beneficial Owners of the Bonds, the County may discontinue the book-entry system with DTC. If the County fails to identify another qualified securities depository to replace DTC, the County shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully registered Bonds to each Beneficial Owner. Neither the County nor the Registration Agent shall have any responsibility or obligations to any DTC Participant or any Beneficial Owner with respect to (i) the Bonds; (ii) the accuracy of any records maintained by DTC or any DTC Participant; (iii) the payment by DTC or any DTC Participant of any amount due to any Beneficial Owner in respect of the principal or maturity amounts of and interest on the Bonds; (iv) the delivery or timeliness of delivery by DTC or any DTC Participant of any notice due to any Beneficial Owner that is required or permitted under the terms of the Resolution to be given to Beneficial Owners, (v) the selection of Beneficial Owners to receive payments in the event of any partial redemption of the Bonds; or (vi) any consent given or other action taken by DTC, or its nominee, Cede & Co., as owner.

[Bonds of the issue of which this Bond is one are not subject to optional redemption prior to maturity.]

[Bonds of the issue of which this Bond is one maturing [May 1, 20\_\_] through [May 1, 2023], inclusive, shall mature without option of prior redemption and Bonds maturing [May 1, 2024] and thereafter, shall be subject to redemption prior to maturity at the option of the County on [May 1, 2023] and 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 the Bonds shall be called for redemption, the maturities to be redeemed shall be designated by the Board of County Commissioners of the County. If less than all the principal amount of the Bonds of a maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

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

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

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

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such redemption date, the County may (i) deliver to the Registration Agent for cancellation Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the

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

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

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

This Bond is one of a total authorized issue aggregating \$\_\_\_\_\_ and issued by the County for the purpose of providing funds to (a) refund the County's outstanding Rural School Bonds, Series 2003, dated January 1, 2003 (the "Series 2003 Bonds"), maturing [May 1, 2018 and May 1, 2021 through May 1, 2025, inclusive]; and (b) pay the costs of issuance and sale of the Bonds, under and in full compliance with the constitution and statutes of the State of Tennessee, including Sections 49-3-1001 and Sections 9-21-101 et seq., Tennessee Code Annotated, and pursuant to a resolution (the "Resolution") duly adopted by the Board of County Commissioners of the County on November 19, 2012.

This Bond is payable from unlimited ad valorem taxes to be levied on all taxable property within the County lying outside the territorial limits of the Paris Special School District. Subject to the limitations set forth in the preceding sentence, 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. This Bond is additionally payable from certain Basic Education Program Funds, School Board Sales Tax Revenues and County Sales Tax Revenues, as such terms are defined in the Resolution, subject to a prior pledge of such funds and revenues in favor of the 2001B Bonds and the 2005 Bonds (as such terms are defined in the Resolution). For a more complete statement of the general covenants and provisions pursuant to which this Bond is issued, reference is hereby made to the Resolution.

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

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

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

HENRY COUNTY, TENNESSEE

BY: \_\_\_\_\_  
County Mayor

(SEAL)

ATTESTED:

\_\_\_\_\_  
County Clerk

Transferable and payable at the  
principal corporate trust office of:

Regions Bank  
Nashville, Tennessee

Date of Registration: \_\_\_\_\_

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

REGIONS BANK  
Registration Agent

By: \_\_\_\_\_  
Authorized Representative

#### FORM OF ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns, and transfers unto \_\_\_\_\_, whose address is \_\_\_\_\_ (Please insert Social Security or Federal Tax Identification Number \_\_\_\_\_) the within Bond of the Henry 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 and Pledge of Sales Tax Revenues and Better Education Program Funds. The County, through its Governing Body, shall annually levy and collect a tax upon all taxable property within the County lying outside the territorial boundaries of the Paris Special School District, 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, premium, if any, and interest coming due on the Bonds in said year. Principal, premium, if any, and interest on the Bonds 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 shall be reduced to the extent of any other funds, taxes and revenues from the County appropriated or pledged to the debt service on the Bonds.

Section 8. Sale of Bonds. (a) The Bonds shall be offered for public sale, in one or more series, as required by law at a price of not less than ninety-nine percent (99%) of par exclusive of original issue discount, and accrued interest, as a whole or in part, from time to time, as shall be determined by the County Mayor in consultation with the County's financial advisor. The Bonds shall be sold at public sale by physical delivery of bids or by electronic bidding by means of an Internet bidding service as shall be determined by the County Mayor in consultation with the Financial Advisor. 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 none of the Bonds exceeds the maximum rate permitted by Tennessee law at the time of the issuance of any series of the Bonds. 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.

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

- (1) to adjust the dated date of the Bonds or any series thereof, to a date other than the date of issuance;
  - (2) to designate the Bonds to a designation other than "Rural School Refunding Bonds", to designate the series of the Bonds;
  - (3) in order to facilitate the sale of the Bonds in a manner that is in the best interest of the County and results in the greatest cost savings for the County, to cause to be sold less than the principal amount authorized herein and to refund all or any portion of any series or maturities of the Outstanding Bonds;
  - (4) to adjust the principal and interest payment dates and maturity amounts of the Bonds or any series thereof, provided (i) the total principal amount of all series of the Bonds does not exceed the total amount of Bonds authorized herein, (ii) the first maturity date of the Bonds or any series thereof is not later than two (2) years from the dated date of such series of the Bonds, and (iii) the final maturity date of Bonds does not occur more than one year after the final maturity of such Refunded Bonds;
  - (5) to cause the Bonds to be subject to optional redemption prior to maturity, provided the redemption premium, if any, shall not exceed two percent (2%) of the par amount of the Bonds called for redemption;
  - (6) to sell the Bonds or any maturities thereof as Term Bonds with mandatory redemption requirements corresponding to the maturities set forth herein or as otherwise determined by the County Mayor, as he shall deem most advantageous to the County; and
  - (7) to cause all or a portion of the Bonds to be insured by a bond insurance policy issued by a nationally recognized bond insurance company to achieve the purposes set forth herein and to enter into an agreement with such bond insurance company with respect to such bond insurance on terms not inconsistent with the provisions of this resolution.
- (c) The County Mayor, the County Clerk and the Director of Accounts and Budgets, or any of them, are authorized to cause the Bonds to be authenticated and delivered by the Registration Agent to the successful bidder and to execute, publish, and deliver all certificates and documents, including an

official statement and closing certificates, as they shall deem necessary in connection with the sale and delivery of the Bonds.

(d) The County Mayor and the County Clerk, or either of them, are authorized to enter into an agreement with the Registration Agent for providing paying agent services.

SECTION 9. Disposition of Bond Proceeds. The proceeds of the sale of the Bonds shall be disbursed as follows:

(a) 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 pay principal of and interest on the Refunded Bonds, shall be transferred to the Escrow Agent under the Refunding Escrow Agreement to be deposited to the Escrow Fund established thereunder to be held and applied as provided therein; and

(c) the remainder of the proceeds of the sale of the Bonds shall be used to pay costs of issuance of the Bonds and, if not needed for such purposes, shall be used to pay interest on the Bonds on the first interest payment date following delivery of the Bonds.

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

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

If the Bonds are sold to a purchaser that does not intend to reoffer the Bonds to the public as evidenced by a certificate executed by the purchaser, then an Official Statement is authorized, but not required, as shall be determined by the County Mayor in consultation with the Financial Advisor.

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

SECTION 12. Notices of Redemption and Notices of Refunding. The County Mayor and the County Clerk, or either of them, are hereby authorized and directed to take all steps necessary to redeem



the Refunded Bonds at their earliest possible redemption date, including the giving of and publication of any redemption notice as required by the resolution authorizing the issuance of the Refunded Bonds. Such notice shall be in substantially the form provided in Exhibit C of the Refunding Escrow Agreement. The County Mayor and the County Clerk, or either of them, are hereby authorized and directed to take all steps necessary in giving any notices of refunding of the Refunded Bonds, if and as required by law.

SECTION 13. Federal Tax Matters Related to the Bonds. The County recognizes that the purchasers and holders of the Bonds will have accepted them on, and paid therefor a price that reflects, the understanding that interest thereon is excluded from gross income for purposes of federal income taxation under laws in force on the date of delivery of the Bonds. Accordingly, the County agrees that it shall take no action that may render the interest on any of said Bonds subject to federal income taxation. It is the reasonable expectation of the Governing Body that the proceeds of the Bonds will not be used in a manner which will cause the Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Internal Revenue Code of 1986, as amended (the "Code"), including any lawful regulations promulgated or proposed thereunder, and to this end the said proceeds of the Bonds and other related funds established for the purposes herein set out, shall be used and spent expeditiously for the purposes described herein. The Governing Body further covenants and represents that in the event it shall be required by Section 148(f) of the Code to pay any investment proceeds of the Bonds to the United States government, it will make such payments as and when required by said Section and will take such other actions as shall be necessary or permitted to prevent the interest on the Bonds from becoming subject to inclusion in the gross income for purposes of federal income taxation. The County Mayor, the County Clerk and the Director of Accounts and Budgets, or any of them, are authorized and directed to make such certifications in this regard in connection with the sale of the Bonds as any or all shall deem appropriate, and such certifications shall constitute a representation and certification of the County. Following the issuance of the Bonds, the County Mayor and the Director of Accounts and Budgets are directed to administer the County's Federal Tax Compliance Policies and Procedures with respect to the Bonds.

SECTION 14. Discharge and Satisfaction of Bonds. If the County shall pay and discharge the indebtedness evidenced by any of the Bonds in any one or more of the following ways, to wit:

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

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

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

Except as otherwise provided in this Section, neither Federal Obligations nor moneys deposited with the Registration Agent pursuant to this Section nor principal or interest payments on any such Federal Obligations shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal, premium, if any, and interest on said Bonds; provided that any cash received from such principal or interest payments on such Federal Obligations deposited with the Registration Agent, (A) to the extent such cash will not be required at any time for such purpose, shall be paid over to the County as received by the Registration Agent and (B) to the extent such cash will be required for such purpose at a later date, shall, to the extent practicable, be reinvested in Federal Obligations maturing at times and in amounts sufficient to pay when due the principal, premium, if any, and interest to become due on said Bonds on or prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments shall be paid over to the County, as received by the Registration

Agent. For the purposes of this Section, Federal Obligations shall mean direct obligations of, or obligations, the principal of and interest on which are guaranteed by, the United States of America, or any agency thereof, obligations of any agency or instrumentality of the United States or any other obligations at the time of the purchase thereof are permitted investments under Tennessee law for the purposes described in this Section, which bonds or other obligations shall not be subject to redemption prior to their maturity other than at the option of the registered owner thereof.

SECTION 15. Qualified Tax-Exempt Obligations. The Governing Body hereby designates the Bonds as "qualified tax-exempt obligations," within the meaning of Section 265 of the Internal Revenue Code of 1986, as amended, if and to the extent the Bonds may be so designated and to the extent not "deemed designated".

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

SECTION 17. Approval of Professional Agreements and Cost Disclosures. The County has heretofore been provided with a financial advisory agreement by the Financial Advisor (the "Financial Advisory Agreement") attached hereto as Exhibit D and an engagement letter (the "Engagement Letter") attached hereto as Exhibit E, by Bass, Berry & Sims PLC, as Bond Counsel ("Bond Counsel"), for their respective services in connection with the issuance of the Bonds. The Engagement Letter details the attorney-client relationship to be entered into and the services to be provided by Bond Counsel in connection with the Bonds and provides an estimate of Bond Counsel's fees. The Financial Advisory Agreement details the financial advisory relationship to be entered into and the services to be provided by the Financial Advisor in connection with the Bonds and provides an estimate of all costs of issuance for the Bonds, including the Financial Advisor's fees. The Governing Body hereby authorizes the County Mayor to enter into and approve both the Financial Advisory Agreement and Engagement Letter in substantially the forms attached, with such changes approved by the County Mayor.

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

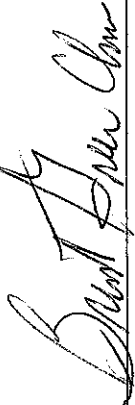
SECTION 19. Separability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

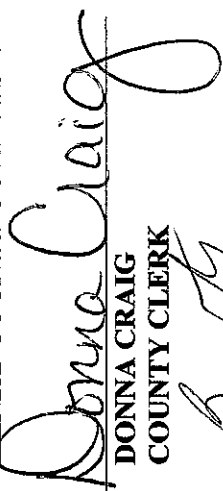
SECTION 20. Repeal of Conflicting Resolutions and Effective Date. All other resolutions and orders, or parts thereof, in conflict with the provisions of this resolution are, to the extent of such conflict, hereby repealed and this resolution shall be in immediate effect from and after its adoption. Upon adoption of this resolution, "RESOLUTION NO. 7-2R-12" authorized by the Governing Body on March 8, 2012 is hereby repealed in its entirety.

*[signature page follows]*

**BE IT FINALLY RESOLVED** that a true copy of this resolution be spread upon the Commission record of this date.

**PASSED** 11-19-12

  
BRENT GREER, CHAIRMAN  
HENRY COUNTY COMMISSION

  
DONNA CRAIG  
COUNTY CLERK

**APPROVED** 11-19-12

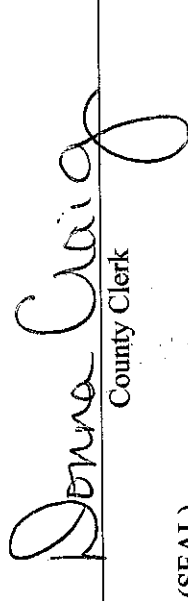
  
BRENT GREER  
HENRY COUNTY MAYOR

STATE OF TENNESSEE )

COUNTY OF HENRY )

I, Donna Craig, certify that I am the duly qualified and acting County Clerk of Henry County, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a regular meeting of the governing body of the County held on November 19, 2012; that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to the refunding of certain of the County's outstanding Rural School Refunding Bonds.

WITNESS my official signature and seal of said County this 19 day of November 2012.

  
County Clerk

(SEAL)

EXHIBIT A

Report on Plan of Refunding

**EXHIBIT B**

**Refunding Escrow Agreement**

## REFUNDING ESCROW AGREEMENT

This Refunding Escrow Agreement is made and entered into as of the \_\_\_ day of \_\_\_\_\_, 201\_\_ by and between Henry County, Tennessee (the "County"), and Regions Bank, Nashville, Tennessee (the "Agent").

### WITNESSETH:

WHEREAS, the County has previously authorized and issued its outstanding Rural School Bonds, Series 2003, dated January 1, 2003, maturing [May 1, 2018 and May 1, 2021 through May 1, 2025, inclusive] (the "Outstanding Bonds")

WHEREAS, the County has determined to provide for payment of the debt service requirements of the Outstanding Bonds by depositing in escrow with the Agent funds that, with the investment income therefrom, will be sufficient to pay the principal of and interest on the Outstanding Bonds as set forth on Exhibit A hereto; and

WHEREAS, in order to obtain the funds needed to refund the Outstanding Bonds, the County has authorized and issued its Rural School Refunding Bonds, Series 201\_\_, dated \_\_\_\_\_, 201\_\_ (the "Refunding Bonds"); and

WHEREAS, a portion of the proceeds derived from the sale of the Refunding Bonds, together with certain legally available funds of the County, will be deposited in escrow with the Agent hereunder, and applied to the purchase of certain securities described herein, the principal amount thereof together with interest thereon to mature at such times and in such amounts as shall be sufficient to pay when due all of the principal of and interest and premium on the Outstanding Bonds as set forth on Exhibit A; and

WHEREAS, in order to create the escrow hereinabove described, provide for the deposit of said Refunding Bond proceeds and the application thereof, and to provide for the payment of the Outstanding Bonds, the parties hereto do hereby enter into this Agreement.

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

#### DIVISION I

All right, title and interest of the County in and to \$ \_\_\_\_\_, consisting of \$ \_\_\_\_\_ of other legally derived from the proceeds of the sale of the Refunding Bonds and \$ \_\_\_\_\_ of other legally available funds of the County.

#### DIVISION II

All right, title and interest of the County in and to the Government Securities purchased with the funds described in Division I hereof and more particularly described in Exhibit B, attached hereto, and to all income, earnings and increment derived from or accruing to the Government Securities.

#### DIVISION III

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

#### DIVISION IV

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

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

The escrowed property shall be held in escrow for the benefit and security of the owners from time to time of the Outstanding Bonds; but if the principal of and interest on the Outstanding Bonds shall be fully and promptly paid when due in accordance with the terms hereof, then this Agreement shall be and become void and of no further force and effect, otherwise the same shall remain in full force and effect, subject to the covenants and conditions hereinafter set forth.

## SECTION 1.

### DEFINITIONS AND CONSTRUCTION

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

"Agent" means Regions Bank, Nashville, Tennessee, and its successors and assigns;

"Agreement" means this Refunding Escrow Agreement, dated as of the date of the Refunding Bonds, between the County and the Agent;

"Bond Resolution" means the resolution adopted by the Board of County Commissioners of the County on March 8, 2012 authorizing the Refunding Bonds;

"Code" means the Internal Revenue Code of 1986, as amended, and any lawful regulations promulgated thereunder;

"County" means Henry County, Tennessee;

"Escrow Fund" shall have the meaning ascribed to it in Section 2(a) hereof;

"Escrow Property", "escrow property" or "escrowed property" means the property, rights and interest of the County that are described in Divisions I through IV of this Agreement and hereinabove conveyed in escrow to the Agent;

"Government Securities" means obligations and securities described in Section 9-21-914, Tennessee Code Annotated;

"Outstanding Bonds" shall have the meaning ascribed to it in the above preambles;

"Refunding Bonds" means the County's Rural School Refunding Bonds, Series 201\_\_\_, dated \_\_\_\_\_, 201\_\_\_; and

"Written Request" shall mean a request in writing signed by the County Mayor, the County Clerk, the Budget Director or any of them.

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

## SECTION 2.

### ESTABLISHMENT AND ADMINISTRATION OF FUNDS

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

(b) Investment of Funds. The monies described in Section 2(a) hereof shall be held or invested as follows:

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

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



Except as provided in Sections 2(d) and 2(f) hereof, the investment income from the Government Securities in the Escrow Fund shall be credited to the Escrow Fund and shall not be reinvested. The Agent shall have no power or duty to invest any monies held hereunder or to make substitutions of Government Securities held hereunder or to sell, transfer, or otherwise dispose of the Government Securities acquired hereunder except as provided herein.

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

(d) Excess Funds. Except as provided in Section 2(f) hereof, amounts held by the Agent, representing interest on the Government Securities in excess of the amount necessary to make the corresponding payment of principal, interest and/or premium on the Outstanding Bonds, shall be held by the Agent without interest and shall be applied before any other Escrow Fund monies to the payment of the next ensuing principal, interest and/or premium payment on the Outstanding Bonds. Upon retirement of all the Outstanding Bonds, the Agent shall pay any excess amounts remaining in the Escrow Fund to the County.

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

(f) Investment of Moneys Remaining in Escrow Fund. The Agent may invest and reinvest any monies remaining from time to time in the Escrow Fund until such time as they are needed. Such monies shall be invested in Government Securities, maturing no later than the next interest payment date of the Outstanding Bonds, or for such periods or at such interest rates as the Agent shall be directed by Written Request, provided, however, that the County shall furnish the Agent, as a condition precedent to such investment, with an opinion from nationally recognized bond counsel stating that such reinvestment of such monies will not, under the statutes, rules and regulations then in force and applicable to obligations issued on the date of issuance of the Refunding Bonds, cause the interest on the Refunding Bonds or the Outstanding Bonds not to be excluded from gross income for Federal income tax purposes and that such investment is not inconsistent with the statutes and regulations applicable to the Refunding Bonds or the Outstanding Bonds. Any interest income resulting from reinvestment of monies pursuant to this Section 2(f) shall be applied first to the payment of principal of and interest and premium on the Outstanding Bonds to the extent the Escrow is or will be insufficient to retire the Outstanding Bonds as set forth on Exhibit A and any excess shall be paid to the County to be applied to the payment of the Refunding Bonds or the expenses of issuance thereof.

(g) Irrevocable Escrow Created. The deposit of monies, Government Securities, matured principal amounts thereof, and investment proceeds therefrom in the Escrow Fund shall constitute an irrevocable deposit of said monies and Government Securities for the benefit of the holders of the Outstanding Bonds, except as provided herein with respect to amendments permitted under Section 4(a) hereof. All the funds and accounts created and established pursuant to this Agreement shall be and constitute escrow funds for the purposes provided in this Agreement and shall be kept separate and distinct from all other funds of the County and the Agent and used only for the purposes and in the manner provided in this Agreement.

### SECTION 3.

#### CONCERNING THE AGENT

- (a) Appointment of Agent. The County hereby appoints the Agent as escrow agent under this Agreement.
- (b) Acceptance by Agent. By execution of this Agreement, the Agent accepts the duties and obligations as Agent hereunder. The Agent further represents that it has all requisite power, and has taken all corporate actions necessary to execute the escrow hereby created.
- (c) Liability of Agent. The Agent shall be under no obligation to inquire into or be in any way responsible for the performance or nonperformance by the County or any paying agent of its obligations, or to protect any of the County's rights under any bond proceedings or any of the County's other contracts with or franchises or privileges from any state, county, County or other governmental agency or with any person. The Agent shall not be liable for any act done or step taken or omitted to be taken by it, or for any mistake of fact or law, or anything which it may do or refrain from doing, except for its own gross negligence or willful misconduct in the performance or nonperformance of any obligation imposed upon it hereunder. The Agent shall not be responsible in any manner whatsoever for the recitals or statements contained herein or in the Outstanding Bonds or in the Refunding Bonds or in any proceedings taken in connection therewith, but they are made solely by the County. The Agent shall have no lien whatsoever upon any of the monies or investments in the Escrow Fund for the payment of fees and expenses for services rendered by the Agent under this Agreement.

The Agent shall not be liable for the accuracy of the calculations as to the sufficiency of Escrow Fund monies and Government Securities and the earnings thereon to pay the Outstanding Bonds. So long as the Agent applies any monies, the Government Securities and the interest earnings therefrom to pay the Outstanding Bonds as provided herein, and complies fully with the terms of this Agreement, the Agent shall not be liable for any deficiencies in the amounts necessary to pay the Outstanding Bonds caused by such calculations. The Agent shall not be liable or responsible for any loss resulting from any investment made pursuant to this Agreement and in full compliance with the provisions hereof.

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

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

(e) Exculpation of Funds of Agent. Except as set forth in Section 3(c), none of the provisions contained in this Agreement shall require the Agent to use or advance its own funds or otherwise incur personal financial liability in the performance of any of its duties or the exercise of any of its rights or powers hereunder. The Agent shall be under no liability for interest on any funds or other property received by it hereunder, except as herein expressly provided.

(f) No Redemption or Acceleration of Maturity. The Agent will not pay any of the principal of or interest on the Outstanding Bonds, except as provided in Exhibit A attached hereto and will not redeem or accelerate the maturity of any of the Outstanding Bonds except as provided in Section 2 hereof.

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

(h) Resignation of Agent. The Agent may at any time resign by giving direct written notice to the County and by giving the holders of the Outstanding Bonds notice by first-class mail of such

resignation. Upon receiving such notice of resignation, the County shall promptly appoint a successor escrow agent by resolution of its governing body. If no successor escrow agent shall have been appointed and have accepted appointment within thirty (30) days after the publication of such notice of resignation, the resigning Agent may petition any court of competent jurisdiction located in Henry County, Tennessee, for the appointment of a successor, or any holder of the Outstanding Bonds may, on behalf of himself and others similarly situated, petition any such court for the appointment of a successor. Such court may thereupon, after such notice, if any, as it may deem proper, appoint a successor meeting the qualifications set forth in Section 3. The Agent shall serve as escrow agent hereunder until its successor shall have been appointed and such successor shall have accepted the appointment.

(i) Removal of Agent. In case at any time the Agent shall cease to be eligible in accordance with the provisions of Section 3(g) hereof and shall fail to resign after written request therefor by the County or by any holder of the Outstanding Bonds, or the Agent shall become incapable of acting or shall be adjudged a bankrupt or insolvent or a receiver of the Agent or any of its property shall be appointed, or any public officer shall take charge or control of the Agent or its property or affairs for the purpose of rehabilitation, conservation, or liquidation, then in any such case, the County may remove the Agent and appoint a successor by resolution of its governing body or any such bondholder may, on behalf of himself and all others similarly situated, petition any court of competent jurisdiction situated in the County for the removal of the Agent and the appointment of a successor. Such court may thereupon, after such notice, if any, as it may deem proper, remove the Agent and appoint a successor who shall meet the qualifications set forth in Section 3(g). Unless incapable of serving, the Agent shall serve as escrow agent hereunder until its successor shall have been appointed and such successor shall have accepted the appointment.

The holders of a majority in aggregate principal amount of all the Outstanding Bonds at any time outstanding may at any time remove the Agent and appoint a successor by an instrument or concurrent instruments in writing signed by such bondholders and presented, together with the successor's acceptance of appointment, to the County and the Agent.

Any resignation or removal of the Agent and appointment of a successor pursuant to any of the provisions of this Agreement shall become effective upon acceptance of appointment by the successor as provided in Section 3(j) hereof.

(j) Acceptance by Successor. Any successor escrow agent appointed as provided in this Agreement shall execute, acknowledge and deliver to the County and to its predecessor an instrument accepting such appointment hereunder and agreeing to be bound by the terms hereof, and thereupon the resignation or removal of the predecessor shall become effective and such successor, without any further act, deed or conveyance, shall become vested with all the rights, powers, duties and obligations of its predecessor, with like effect as if originally named as Agent herein; but, nevertheless, on Written Request of the County or the request of the successor, the predecessor shall execute and deliver an instrument transferring to such successor all rights, powers and escrow property of the predecessor. Upon request of any such successor, the County shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor all such rights, powers and duties. No successor shall accept appointment as provided herein unless at the time of such acceptance such successor shall be eligible under the provisions of Section 3(g) hereof.

Any corporation into which the Agent may be merged or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which the Agent shall be a party, or any corporation succeeding to the business of the Agent, shall be the successor of the Agent hereunder without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding, provided that such successor shall be eligible under the provisions of Section 3(g) hereof.

(k) Payment to Agent. The County agrees to pay the Agent, as reasonable and proper compensation under this Agreement [a one-time fee of \$ \_\_\_\_\_] an acceptance fee of \$ \_\_\_\_\_ and an annual fee on each \_\_\_\_\_ 1, commencing \_\_\_\_\_, 201\_\_ until termination of this Agreement. The Agent shall be entitled to reimbursement of all advances, counsel fees and expenses, and other costs made or incurred by the Agent in connection with its services and/or its capacity as Agent or resulting therefrom. In addition, the County agrees to pay to the Agent all out-of-pocket expenses and costs of the Agent incurred by the Agent in the performance of its duties hereunder, including all publication, mailing and other expenses associated with the redemption of the Outstanding Bonds; provided, however, that to the extent permitted by applicable law, the County agrees to indemnify the Agent and hold it harmless against any liability which it may incur while acting in good faith in its capacity as Agent under this Agreement, including, but not limited to, any court costs and attorneys' fees, and such indemnification shall be paid from available funds of the County and shall not give rise to any claim against the Escrow Fund. In addition, the Agent shall indemnify the County and hold it harmless against any liability which it may incur resulting from any failures by the Agent to perform its duties hereunder.

SECTION 4.

MISCELLANEOUS

(a) Amendments to this Agreement. This Agreement is made for the benefit of the County, the holders from time to time for the Outstanding Bonds, and it shall not be repealed, revoked, altered or amended without the written consent of all such holders, the Agent and the County; provided, however, that the County and the Agent may, without the consent of, or notice to, such holders, enter into such agreements supplemental to this Agreement as shall not adversely affect the rights of such holders and as shall not be inconsistent with the terms and provisions of this Agreement, for any one or more of the following purposes:

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

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

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

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

(c) Governing Law. This Agreement shall be governed and construed in accordance with the law of the State of Tennessee.

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

To the County:

Henry County, Tennessee

Attn: County Mayor  
101 W. Washington Street  
P.O. Box 7  
Paris, Tennessee 38242

To the Agent:

Regions Bank  
315 Deaderick Street, 4<sup>th</sup> Floor  
Corporate Trust Services  
Nashville, Tennessee 37237

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

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

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

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

*(signature page follows)*

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

HENRY COUNTY, TENNESSEE

By: \_\_\_\_\_  
County Mayor

(SEAL)

\_\_\_\_\_  
County Clerk

REGIONS BANK  
as Escrow Agent

By: \_\_\_\_\_  
Title: \_\_\_\_\_

EXHIBIT A

Debt Service Schedule of Rural School Bonds, Series 2003, dated January 1, 2003, maturing [May 1, 2018 and May 1, 2021 through May 1, 2025, inclusive], to the Redemption Date, With Name and Phone Number of the Paying Agent and Date and Amount of Redemption

<u>Payment Date</u>	<u>Principal Payable</u>	<u>Principal Redeemed</u>	<u>Interest Payable</u>	<u>Redemption Premium</u>	<u>Total Debt Service</u>
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TOTAL

Paying Agent: Regions Bank  
Nashville, Tennessee



STATE OF TENNESSEE  
COMPTROLLER OF THE TREASURY  
OFFICE OF STATE AND LOCAL FINANCE  
SUITE 1600 JAMES K. POLK STATE OFFICE BUILDING  
505 DEADERICK STREET  
NASHVILLE, TENNESSEE 37243-1402  
PHONE (615) 401-7872  
FAX (615) 741-5986

November 7, 2012

Honorable Brent Greer, Mayor  
Henry County  
P.O. Box 7  
Paris, TN 38242

Dear Mayor Greer:

This letter acknowledges receipt on November 1, 2012, of a request to review a revised plan of refunding (the "Plan") for an issuance of not to exceed \$7,000,000 Rural School Refunding Bonds, Series 2013 (the "2013 Refunding Bonds"), to advance refund by competitive sale, an estimated \$6,600,000 Rural School Elementary School Bonds, Series 2003 (the "Refunded Bonds").

The County received a letter and report, dated February 29, 2012, for the issuance of the 2013 Refunding Bonds, but was unable to sell the bonds. Along with this letter we are providing a new report on the revised plan.

Pursuant to the provisions of Title 9, Chapter 21, Tennessee Code Annotated, a plan must be submitted to our Office for review prior to the adoption of a resolution by the governing body of a local government authorizing the issuance of refunding bonds secured, in whole or in part, by the full faith and credit and unlimited taxing power of the County. The information presented in the Plan includes the assertions of the County and may not reflect either current market conditions or market conditions at the time of sale.

#### County's Proposed Refunding Objective

The 2013 Refunding Bonds are being issued for debt service savings. The Plan estimates net present value savings of \$1,042,976 or 15.80% of the refunded principal.

#### Compliance with the County's Debt Management Policy

The County provided a copy of its debt management policy. When the County submits Form CT-0253 within 45 days of issuance of the debt approved in this letter, the County must describe, in specifics, how the debt complies with its Debt Policy. If a copy of the Policy has already been filed with the Office, the County does not have to resubmit a copy of the Policy if it is the current version of the policy.

#### Report of the Review of a Plan of Refunding

This letter, report, and the Plan are to be placed on the County's website. The same report is to be provided to each member of the County Commission and reviewed at the Public Meeting at which the proposed refunding bond resolution will be presented as required by Tennessee Code Annotated Section 9-2-1-903.

The enclosed report does not constitute approval or disapproval for the proposed plan or a determination that a refunding is advantageous or necessary nor that any of the outstanding obligations should be called for

00 048



redemption on the first or any subsequent available redemption date or remain outstanding until their respective dates of maturity.

This letter and the enclosed report do not address the compliance with federal tax regulations and are not to be relied upon for that purpose. The County should discuss these issues with a bond counsel.

*This report is effective for a period of one hundred and twenty (120) days. If the refunding has not been completed during this time, a supplemental plan of refunding must be submitted to this Office, at that time we will issue a report thereon pursuant to the statutes. In lieu of submitting a supplemental plan, a statement may be submitted to our Office after the 120-day period has elapsed stating that the information contained in the current plan of refunding remains valid. Such statement must be submitted by either the Chief Executive Officer or the Chief Financial Officer of the local government. We will acknowledge receipt of such statement and will issue our letter confirming that this refunding report remains valid for an additional 120-day period. However, with regard to the report currently being issued by this Office, during the initial 120-day period or any subsequent 120-day period no refunding reports will be issued relating to the debt obligations indicated herein as being refunded unless the Chief Executive Officer or the Chief Financial Officer notifies our Office that the plan of refunding which has been submitted is no longer valid.*

*We recognize that the information provided in the plan submitted to our Office is based on preliminary analysis and estimates, and that actual results will be determined by market conditions at the time of sale of the debt obligations. However, if it is determined prior to the issuance of these obligations that the actual results will be significantly different from the information provided in the plan which has been submitted, and the local government determines to proceed with the issue, our Office should subsequently be notified by either the Chief Executive Officer or the Chief Financial Officer of the local government regarding these differences, and that the local government was aware of the differences and determined to proceed with the issuance of the debt obligations. Notification to our Office will be necessary only if there is an increase or decrease of greater than fifteen percent (15%) in any of the following: (1) the principal amount of the debt obligations issued; (2) the costs of issuance; (3) the cumulative savings or loss with regard to any refunding proposal. We consider this notification necessary to insure that this Office and officials of the local government are aware of any significant changes that occur with regard to the issuance of the proposed indebtedness.*

#### Public Debt Entity Report

Enclosed is a revised Form CT-0253 - Report on Debt Obligation. The Form CT-0253 must be filed with the governing body of the public entity issuing the debt not later than forty-five (45) days following the issuance or execution of a debt obligation by or on behalf of any public entity, with a copy (including attachments, if any) filed with the Director of the Office of State and Local Finance either by mail to the address on this letterhead or by email to the address below. No public entity may enter into additional debt if it has failed to file the Report on Debt Obligation.

[StateandLocalFinance.PublicDebtForm@cot.tn.gov](mailto:StateandLocalFinance.PublicDebtForm@cot.tn.gov)

Sincerely,

*Mary Margaret Collier*

Mary-Margaret Collier

Director of the Office of State & Local Finance

Cc: Mr. Jim Arnette, Director of Local Government Audit, COT

Mr. Rick Dulaney, Raymond James / Morgan Keegan

Ms. Karen Neal, Esq., Bass Berry & Sims

Enclosures (2): Report of the Director of the Office of State & Local Finance, State Form CT-0253, Report on Debt Obligation.

00 049

REPORT OF THE DIRECTOR OF THE OFFICE OF STATE AND LOCAL FINANCE  
CONCERNING THE PROPOSED ISSUANCE OF  
RURAL SCHOOL REFUNDING BONDS, SERIES 2013  
HENRY COUNTY, TENNESSEE

Henry County (the "County") submitted a plan of refunding (the "Plan"), as required by Tennessee Code Annotated Section 9-21-903 regarding an issuance of not to exceed \$7,000,000 Rural School Refunding Bonds, Series 2013 (the "2013 Refunding Bonds"), to advance refund by competitive sale, an estimated \$6,600,000 Rural School Elementary School Bonds, Series 2003 (the "Refunded Bonds").

The Plan was prepared with the assistance of the County's Financial Advisor Raymond James|Morgan Keegan. The County provided a copy of its debt management policy.

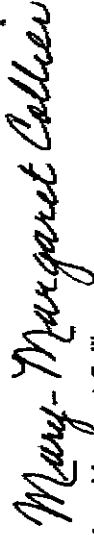
Refunding Analysis

- The results for the refunding are based on the assumption that the estimated \$6,860,000 2013 Refunding Bonds will be sold by competitive sale and priced at a par.
- Estimated net present value savings is \$1,042,976 or 15.80% of the refunded principal.
- The savings are achieved by reducing the average coupon of the Refunded Bonds from 4.50% to 2.32% for the 2013 Refunding Bonds. The 2013 Refunding Bonds do not extend the maturity schedule of the Refunded Bonds.
- Estimated cost of issuance of the 2013 Refunding Bonds is \$112,726 or \$16.43 per \$1,000 of par amount for the 2013 Refunding Bonds.

The County has identified Raymond James|Morgan Keegan as its financial advisor. Financial Advisors have a fiduciary responsibility to you, the issuer. Underwriters have no fiduciary responsibility to you. They represent the interests of their firm.

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

This report does not provide broad approval to refund the Refunded Bonds in a bond issue other than the proposed 2013 Refunding Bonds. If all of the Refunded Bonds are not refunded as a part of the 2013 Refunding Bonds, then a new plan will have to be submitted to this Office for review.



Mary-Margaret Collier  
Director of the Office of State and Local Finance  
Date: November 7, 2012

00 050



STATE OF TENNESSEE  
COMPTROLLER OF THE TREASURY  
OFFICE OF STATE AND LOCAL FINANCE  
SUITE 1600 JAMES K. POLK STATE OFFICE BUILDING  
NASHVILLE, TENNESSEE 37243-1402  
PHONE (615) 401-7872  
FAX (615) 741-5986

November 7, 2012

Honorable Brent Greer, Mayor  
Henry County  
P.O. Box 7  
Paris, TN 38242

Dear Mayor Greer:

This letter acknowledges receipt on November 1, 2012, of a request to review a revised plan of refunding (the "Plan") for an issuance of not to exceed \$1,325,000 General Obligation Capital Outlay Refunding Notes, Series 2013 (the "2013 Refunding Notes"), to current refund by competitive sale, an estimated

- \$321,009 Right-of-Way and Utility Relocation Capital Outlay Note, Series 2008;
- \$16,000 Solid Waste Bailor Note, Series 2008;
- \$337,456 Emergency Services Complex Note, Series 2009 and;
- \$566,267 Energy Efficiency Projects Note, Series 2010 (collectively the "Refunded Notes").

The County received a letter and report, dated February 29, 2012, for the issuance of the 2013 Refunding Notes, but was unable to sell the notes. Along with this letter we are providing a new report on the revised plan. This letter and report does not provide approval to issue the 2013 Refunding Notes. A resolution should be sent to this office after adoption for approval to issue the notes.

Pursuant to the provisions of Title 9, Chapter 21, Tennessee Code Annotated, a plan must be submitted to our Office for review prior to the adoption of a resolution by the governing body of a local government authorizing the issuance of refunding Notes secured, in whole or in part, by the full faith and credit and unlimited taxing power of the County. The information presented in the Plan includes the assertions of the County and may not reflect either current market conditions or market conditions at the time of sale.

**County's Proposed Refunding Objective**

The 2013 Refunding Notes are being issued for debt service savings. The Plan estimates net present value savings of \$80,395 or 6.48% of the refunded principal.

00 051

### **Compliance with the County's Debt Management Policy**

The County provided a copy of its debt management policy. When the County submits Form CT-0253 within 45 days of issuance of the debt approved in this letter, the County must describe, in specifics, how the debt complies with its Debt Policy. If a copy of the Policy has already been filed with the Office, the County does not have to resubmit a copy of the Policy if it is the current version of the policy.

### **Report of the Review of a Plan of Refunding**

This letter, report, and the Plan are to be placed on the County's website. The same report is to be provided to each member of the County Commission and reviewed at the Public Meeting at which the proposed refunding bond resolution will be presented as required by Tennessee Code Annotated Section 9-21-903.

The enclosed report does not constitute approval or disapproval for the proposed plan or a determination that a refunding is advantageous or necessary nor that any of the outstanding obligations should be called for redemption on the first or any subsequent available redemption date or remain outstanding until their respective dates of maturity.

This letter and the enclosed report do not address the compliance with federal tax regulations and are not to be relied upon for that purpose. The County should discuss these issues with a bond counsel.

*This report is effective for a period of one hundred and twenty (120) days. If the refunding has not been completed during this time, a supplemental plan of refunding must be submitted to this Office, at that time we will issue a report thereon pursuant to the statutes. In lieu of submitting a supplemental plan, a statement may be submitted to our Office after the 120-day period has elapsed stating that the information contained in the current plan of refunding remains valid. Such statement must be submitted by either the Chief Executive Officer or the Chief Financial Officer of the local government. We will acknowledge receipt of such statement and will issue our letter confirming that this refunding report remains valid for an additional 120-day period. However, with regard to the report currently being issued by this Office, during the initial 120-day period or any subsequent 120-day period no refunding reports will be issued relating to the debt obligations indicated herein as being refunded unless the Chief Executive Officer or the Chief Financial Officer notifies our Office that the plan of refunding which has been submitted is no longer valid.*

*We recognize that the information provided in the plan submitted to our Office is based on preliminary analysis and estimates, and that actual results will be determined by market conditions at the time of sale of the debt obligations. However, if it is determined prior to the issuance of these obligations that the actual results will be significantly different from the information provided in the plan which has been submitted, and the local government determines to proceed with the issue, our Office should subsequently be notified by either the Chief Executive Officer or the Chief Financial Officer of the local government regarding these differences, and that the local government was aware of the differences and determined to proceed with the issuance of the debt obligations. Notification to our Office will be necessary only if there is an increase or decrease of greater than fifteen percent (15%) in any of the following: (1) the principal amount of the debt obligations issued; (2) the costs of issuance; (3) the cumulative savings or loss with regard to any refunding proposal. We consider this notification necessary to insure that this Office and officials of the local government are aware of any significant changes that occur with regard to the issuance of the proposed indebtedness.*

00 052

**Public Debt Entity Report**

Enclosed is a revised Form CT-0253 - Report on Debt Obligation. The Form CT-0253 must be filed with the governing body of the public entity issuing the debt not later than forty-five (45) days following the issuance or execution of a debt obligation by or on behalf of any public entity, with a copy (including attachments, if any) filed with the Director of the Office of State and Local Finance either by mail to the address on this letterhead or by email to the address below. No public entity may enter into additional debt if it has failed to file the Report on Debt Obligation.

[StateandLocalFinance.PublicDebtForm@cot.tn.gov](mailto:StateandLocalFinance.PublicDebtForm@cot.tn.gov)

Sincerely,

*Mary-Margaret Collier*

Mary-Margaret Collier

Director of the Office of State & Local Finance

Cc: Mr. Jim Arnette, Director of Local Government Audit, COT

Mr. Rick Dulaney, Raymond James / Morgan Keegan

Ms. Karen Neal, Esq., Bass Berry & Sims

Enclosures (2): Report of the Director of the Office of State & Local Finance, State Form CT-0253, Report on Debt Obligation.

00 053

REPORT OF THE DIRECTOR OF THE OFFICE OF STATE AND LOCAL FINANCE  
CONCERNING THE PROPOSED ISSUANCE OF  
GENERAL OBLIGATION CAPITAL OUTLAY REFUNDING NOTES, SERIES 2013  
HENRY COUNTY, TENNESSEE

Henry County (the "County") submitted a plan of refunding (the "Plan"), as required by Tennessee Code Annotated Section 9-21-903 regarding an issuance of not to exceed \$1,325,000 General Obligation Capital Outlay Refunding Notes, Series 2013 (the "2013 Refunding Notes"), to current refund by competitive sale, an estimated

- \$321,009 Right-of-Way and Utility Relocation Capital Outlay Note, Series 2008;
- \$16,000 Solid Waste Bailor Note, Series 2008;
- \$337,456 Emergency Services Complex Note, Series 2009 and;
- \$566,267 Energy Efficiency Projects Note, Series 2010 (collectively the "Refunded Notes").

The Plan was prepared with the assistance of the County's Financial Advisor Raymond James|Morgan Keegan. The County provided a copy of its debt management policy.

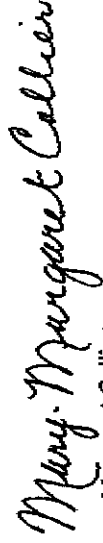
#### Refunding Analysis

- The results for the refunding are based on the assumption that the estimated \$1,275,000 2013 Refunding Notes will be sold by competitive sale and priced at a par.
- Estimated net present value savings is \$80,395 or 6.48% of the refunded principal.
- The savings are achieved by reducing the average interest rate of the Refunded Notes from 3.70% to 1.71% for the 2013 Refunding Notes. The 2013 Refunding Notes do not extend the maturity schedule of the Refunded Notes.
- Estimated cost of issuance of the 2013 Refunding Notes is \$20,947 or \$16.43 per \$1,000 of par amount for the 2013 Refunding Notes.

The County has identified Raymond James|Morgan Keegan as its financial advisor. Financial Advisors have a fiduciary responsibility to you, the issuer. Underwriters have no fiduciary responsibility to you. They represent the interests of their firm.

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

This report does not provide broad approval to refund the Refunded Notes in a bond issue other than the proposed 2013 Refunding Notes. If all of the Refunded Notes are not refunded as a part of the 2013 Refunding Notes, then a new plan will have to be submitted to this Office for review.



Mary-Margaret Collier  
Director of the Office of State and Local Finance  
Date: November 7, 2012

00 054

**Henry County, Tennessee**  
*Rural School Refunding Bonds, Series 2013*  
*General Obligation Refunding Bonds, Series 2013*  
*Estimated Bank Qualified Scale*

**Savings Report**

Date	Principal	Coupon	Interest	Total P+I	Refunded D/S	Est Net Savings
06/30/2013	55,000.00	0.900%	58,490.98	113,490.98	209,129.18	99,108.92
06/30/2014	210,000.00	0.900%	176,452.50	386,452.50	486,363.73	99,911.23
06/30/2015	195,000.00	0.900%	174,562.50	369,562.50	469,745.66	100,183.16
06/30/2016	195,000.00	1.200%	172,807.50	367,807.50	469,743.66	101,936.16
06/30/2017	275,000.00	1.200%	170,467.50	445,467.50	539,745.73	94,278.23
06/30/2018	260,000.00	1.350%	167,167.50	427,167.50	524,825.29	97,657.79
06/30/2019	140,000.00	1.600%	163,657.50	303,657.50	403,206.55	99,549.05
06/30/2020	140,000.00	1.850%	161,417.50	301,417.50	403,206.55	101,789.05
06/30/2021	1,260,000.00	2.100%	158,827.50	1,418,827.50	1,518,206.55	99,379.05
06/30/2022	1,635,000.00	2.300%	132,367.50	1,767,367.50	1,869,144.92	101,777.42
06/30/2023	1,635,000.00	2.450%	94,762.50	1,729,762.50	1,826,364.00	96,601.50
06/30/2024	1,610,000.00	2.550%	54,705.00	1,664,705.00	1,757,902.50	93,197.50
06/30/2025	525,000.00	2.600%	13,650.00	538,650.00	627,600.00	88,950.00
<b>Total</b>	<b>\$8,135,000.00</b>	<b>-</b>	<b>\$1,699,335.98</b>	<b>\$9,834,335.98</b>	<b>\$11,105,184.32</b>	<b>\$1,274,319.06</b>

**PV Analysis Summary (Net to Net)**

Gross PV Debt Service Savings.....	1,119,900.46
Est. Net PV Cashflow Savings @ Bond Yield.....	1,119,900.46
Contingency or Rounding Amount.....	3,470.72
Est. Net Present Value Benefit.....	<b>\$1,123,571.18</b>
Net PV Benefit / \$7,840,732 Refunded Principal.....	<b>14.327%</b>
Net PV Benefit / \$8,135,000 Refunding Principal.....	13.809%
Bond Year Dollars.....	\$73,249.07
Average Coupon.....	2.3199421%
Average Life.....	9.004 Years
All Inclusive Cost (AIC).....	<b>2.5195336%</b>

**Henry County, Tennessee**  
*Rural School Refunding Bonds, Series 2013*  
*General Obligation Refunding Bonds, Series 2013*  
*Estimated Bank Qualified Scale*

**Sources & Uses**

**Dated 01/02/2013 | Delivered 01/02/2013**

<b>Sources Of Funds</b>	
Par Amount of Bonds.....	\$8,135,000.00
<b>Total Sources.....</b>	<b>\$8,135,000.00</b>
<b>Uses Of Funds</b>	
Deposit to Current Refunding Fund.....	7,997,855.78
Est. Costs of Issuance.....	72,661.00
Est. Total Underwriter's Discount .....	61,012.50
Rounding Amount.....	3,470.72
<b>Total Uses.....</b>	<b>\$8,135,000.00</b>



**Henry County, Tennessee**  
*Rural School Refunding Bonds, Series 2013*  
*General Obligation Refunding Bonds, Series 2013*  
*Estimated Bank Qualified Scale*

**Detail Costs Of Issuance**

**Dated 01/02/2013 | Delivered 01/02/2013**

**ESTIMATED COSTS OF ISSUANCE DETAIL**

Financial Advisor.....	\$28,500.00
Bond Counsel.....	\$18,000.00
Registration / Escrow Agent.....	\$1,500.00
Rating Agency Fee.....	\$11,500.00
POS/Official Statement printing and distribution.....	\$8,500.00
Other - CUSIPS, FedEx, etc.....	\$1,661.00
Verification.....	\$3,000.00
<b>TOTAL.....</b>	<b>\$72,661.00</b>

057

EXHIBIT B

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

Amount                      Interest Rate                      Maturity Date                      Issue Date

Government Securities  
U. S. Treasury Notes

Amount                      Interest Rate                      First Interest  
Payment Date                      Maturity Date                      Issue Date

Total Cost of Securities:  
Initial Cash Deposit:

EXHIBIT C

NOTICE OF REDEMPTION

HENRY COUNTY, TENNESSEE

NOTICE IS HEREBY GIVEN that Henry County, Tennessee (the "County"), has elected to and does exercise its option to call and redeem on May 1, 2013, all the County's outstanding bonds (the "Outstanding Bonds") as follows:

**Rural School Bonds, Series 2003  
dated January 1, 2003**

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Cusip No.</u>
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The owners of the above-described Outstanding Bonds are hereby notified to present the same to the offices of Regions Bank, Nashville, Tennessee, where redemption shall be made at the redemption price of par, plus interest accrued to the redemption date.

The redemption price will become due and payable on May 1, 2013, upon each such Bond herein called for redemption and such Bond shall not bear interest beyond May 1, 2013.

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

Regions Bank,  
Registration and Paying Agent

EXHIBIT C

Estimated Amortization of Bonds

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
05/01/2013	5,000.00	0.900%	52,479.83	57,479.83
11/01/2013	-	-	79,358.75	79,358.75
05/01/2014	45,000.00	0.900%	79,358.75	124,358.75
11/01/2014	-	-	79,156.25	79,156.25
05/01/2015	45,000.00	0.900%	79,156.25	124,156.25
11/01/2015	-	-	78,953.75	78,953.75
05/01/2016	45,000.00	1.200%	78,953.75	123,953.75
11/01/2016	-	-	78,683.75	78,683.75
05/01/2017	120,000.00	1.200%	78,683.75	198,683.75
11/01/2017	-	-	77,963.75	77,963.75
05/01/2018	105,000.00	1.350%	77,963.75	182,963.75
11/01/2018	-	-	77,255.00	77,255.00
05/01/2019	45,000.00	1.600%	77,255.00	122,255.00
11/01/2019	-	-	76,895.00	76,895.00
05/01/2020	45,000.00	1.850%	76,895.00	121,895.00
11/01/2020	-	-	76,478.75	76,478.75
05/01/2021	1,160,000.00	2.100%	76,478.75	1,236,478.75
11/01/2021	-	-	64,298.75	64,298.75
05/01/2022	1,335,000.00	2.300%	64,298.75	1,599,298.75
11/01/2022	-	-	46,646.25	46,646.25
05/01/2023	1,575,000.00	2.450%	46,646.25	1,621,646.25
11/01/2023	-	-	27,352.50	27,352.50
05/01/2024	1,610,000.00	2.550%	27,352.50	1,637,352.50
11/01/2024	-	-	6,825.00	6,825.00
05/01/2025	525,000.00	2.600%	6,825.00	531,825.00
<b>Total</b>	<b>\$6,860,000.00</b>	<b>-</b>	<b>\$1,592,214.83</b>	<b>\$8,452,214.83</b>

EXHIBIT D

Form of Financial Advisory Agreement

FINANCIAL ADVISORY AGREEMENT

BETWEEN

HENRY COUNTY, TENNESSEE

AND

MORGAN KEEGAN & COMPANY, INC.

THIS FINANCIAL ADVISORY AGREEMENT (the "Agreement") by and between the Henry County, Tennessee (hereinafter referred to as the "County") and Morgan Keegan & Company, Inc. or its successor in interest, 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 | Morgan Keegan", as defined herein).

WITNESSETH

WHEREAS, from time-to-time, the County provides various public improvements for general purpose government, its schools and other activities; and

WHEREAS, the County is currently considering the issuance of not to exceed \$6,950,000\* Rural School Refunding Bonds, Series 2013 (the "Bonds") the proceeds of which will be used for the purpose of providing funds to (i) refund the County's outstanding Rural School Bonds, Series 2003, dated January 1, 2003 (the "Series 2003 Bonds"), maturing May 1, 2018 and May 1, 2021 through May 1, 2025, inclusive; and (b) pay the costs of issuance and sale of the Bonds; and

WHEREAS, the County is currently considering the issuance of not to exceed \$1,800,000\* General Obligation Refunding and Improvement Notes, Series 2013 (the "Notes") the proceeds of which will be used to provide funds to (i) refund the County's outstanding its 2008 Capital Projects Capital Outlay Note, dated September 24, 2008 (the "2008 Note"), having a final maturity of September 14, 2013; its 2008 Capital Outlay Note, Series 2008B, dated June 17, 2008 (the "2008B Note"), having a final maturity of June 17, 2018; its 2009 Capital Outlay Note, Series A, (the "2009 Note"), dated November 4, 2009, having a final maturity of November 4, 2021; and its Series 2010 Capital Outlay Note, Series 2010B (the "2010 Note"), dated January 29, 2010, having a final maturity of November 20, 2022 (together with the 2008 Note, the 2008B Note and the 2009 Note, collectively, the "Outstanding Notes"); (b) fund in part the acquisition, construction, equipping of improvements and extensions to the County's School system storm shelters, its archives building and its health department building; and (c) to pay the costs of sale and issuance of the Notes; and

WHEREAS, from time-to-time the County also may need assistance in developing a financial plan that addresses funding strategies for the implementation of its annual capital improvement program and the funding of certain projects approved by the County Mayor and the Board of Commissioners of the County; and

WHEREAS, the County desires that the most complete and accurate economic and financial information possible be provided its officials and to potential bidders and ultimate buyers of 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 municipal financial advisor be retained in the structuring and marketing of its debt obligations: and

WHEREAS, the on April 2, 2012, Raymond James Financial, Inc. (“RJF”), the parent company of Raymond James & Associates, Inc. (“Raymond James”), acquired all of the stock of Morgan Keegan from Regions Financial Corporation. Morgan Keegan and Raymond James are each registered broker-dealers. Both Morgan Keegan and Raymond James are wholly owned subsidiaries of RJF and, as such, are affiliated broker-dealer companies under the common control of RJF, utilizing “Raymond James | Morgan Keegan” as their trade name. It is anticipated that the businesses of Raymond James and Morgan Keegan will be combined; 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, the County is authorized to engage a sole financial advisor pursuant to its Debt Management Policy and other legal authorities; 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 County Mayor, the Board of Commissioners of the County, the Budget and Accounts Director, the County Clerk, the 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 the project contemplated by the Bonds and Notes.

Section 2. In preparation for 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 as compared to the existing and projected sources of revenues which may be pledged to secure payment of the debt service on the proposed issues. Such studies will also include a complete analysis of the existing indebtedness of the County to determine the most practical, economical way for it to fund the Bonds and Notes.

Section 3. Based on the information developed by or other information available to the Financial Advisor, the Financial Advisor will submit its recommendations on the Bonds and Notes. 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 bonds, notes or other debt obligations can best be sold under terms most advantageous to the County and at the lowest true interest cost.

Section 4. The Financial Advisor will assist the County in the preparation and submission of a *Plan of Refunding* to the Director of State and Local Finance (the "State Director"), Tennessee Comptroller of the Treasury's 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 5. In preparing any 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 to the Financial Advisor 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 of any financing plans.

Section 6. The Financial Advisor shall ensure that all the necessary resolutions and other required proceedings are appropriately presented for consideration and adoption in preparation for the sale and issuance of the Bonds and Notes.

Section 7. 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 might normally be expected to influence the interest rates or other bidding conditions, so that the date of sale for the Bonds and Notes 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 8. The Financial Advisor will submit a transcript of the entire proceedings to a firm of nationally recognized bond attorneys, selected by the County for their approving legal opinion on the Bonds and Notes 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, Raymond James | Morgan Keegan and Morgan Keegan & Company, Inc. and/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, that Bass Berry & Sims PLC will represent solely the County as its bond counsel.

Section 9. The Financial Advisor shall work with Bond Counsel and the County Attorney to ensure that all the necessary resolutions and other required proceedings are appropriately presented for consideration and adoption in preparation for the sale and issuance of the Bonds.

Section 10. In connection with the sale and issuance of the Bonds and Notes, the Financial Advisor shall assist the County in its preparation of a "near final" Preliminary and Final Official Statement in accordance with industry standards and will make a national distribution of such "near final" Preliminary Official Statements to potential bidders for the Bonds and Notes using among other tools the electronic dissemination facilities of i-DealProspectus. In addition, the Financial Advisor will assist the County in providing a reasonable supply of *Official Statements* to the successful bidders within seven (7) business days from the sale date as required by Rule 15c2-12 of the Securities and Exchange Commission.

Section 11. The Financial Advisor will assure that appropriate forms, notices, advertisements, etc. are prepared and published electronically, by traditional or other appropriate means concerning the sale and issuance of the Bonds and Notes as required by law.

Section 12. The Financial Advisor will prepare and assemble all necessary information concerning the Bonds and Notes and information relating to the County for submission to and consideration by Moody's Investors Service, Inc., a Division of Moody's Inc. ("Moody's") in connection with the Bonds and Notes. The Financial Advisor will arrange for teleconferences or meetings (if necessary) with appropriate personnel analyzing the proposed financing to assure a timely assignment of the credit rating to the Bonds and Notes and the County's other outstanding, rated debt obligations.



Section 13. The Financial Advisor will engage Regions Corporate Trust, a major commercial bank doing business in Tennessee, to serve as the County's Registration, Paying and Escrow Agent. The Financial Advisor also shall arrange for The Depository Trust Company ("DTC") to be the County's agent for facilitating "book entry" delivery of the Bonds and Notes in its nominee name (currently, Cede & Co., Inc.). It is understood that Registration, Paying and Escrow Agent will be separately compensated for such services based on their usual and customary fee schedules for such services.

Section 14. The Financial Advisor will furnish a representative at the sale to assist and advise officials of the County in receiving bids for the Bonds and Notes using the electronic bidding facilities of IPREO's BiDCOMP@Parity® system. The Financial Advisor will also analyze bids for each issue to assure their compliance with the requirements of the sale and will tabulate, verify and confirm all bids received for each issue. In addition, the Financial Advisor will assist and advise officials of the County regarding the award or rejection of bids for the Bonds and/or Notes.

Section 15. Since the Series 2003 Bonds will be "advance" refunded and prevailing tax law requires and independent verification as to the sufficiency of funds to defease the Series 2003 Bonds and fund the escrow, the Financial Advisor will engage Grant Thornton LLP, Minneapolis, Minnesota, a major nationally recognized firm proficient in the provision of such services to serve as the County's independent verification agent (the "Verification Agent"). It is understood that the Verification Agent will be separately compensated based on their usual and customary fee schedule for such services.

Section 16. The Financial Advisor will supervise and coordinate all closing proceedings so as to assure the quickest possible delivery of the Bonds and/or Notes to the purchasers, including coordinating the acquisition and delivery of the certificates related to the transactions.

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

Section 18. The Financial Advisor will calculate the "Bond Yield" based on the arbitrage provisions of the Internal Revenue Code of 1986 and will advise the County and Bond Counsel on the maximum allowable yield on the Bonds and Notes.

Section 19. The Financial Advisor will prepare or cause to be prepared State Form CT-0253, "Report on Debt Obligations" for execution and submission by the County Mayor to the County Commission prior to submission 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 within forty-five (45) days after the issuance of the Bonds and Notes sold under this Agreement.

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

Section 21. The County agrees that in consideration for services rendered by the Financial Advisor at its expense, it shall pay or cause to be paid to the Financial Advisor a fee for services rendered and reimbursement of certain expenses as set forth in Section 22 and as shown in Appendix A incurred with respect to the sale and issuance of the Bonds. The aggregate fees and expenses shall not exceed \$72,660. Included within the aggregate estimated fees and expenses is the basic Financial Advisory fee which shall be an amount of not to exceed \$28,500. This Financial Advisory fee shall only be paid to the Financial Advisor if the Bonds and Notes are sold and only upon the successful issuance and delivery of such Bonds and Notes. Furthermore, it is agreed that any Financial Advisory fee earned accrues to the benefit of Raymond James | Morgan Keegan's Public Finance and Debt Investment Banking Division. Raymond James | Morgan Keegan'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, Notes 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 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, the County will be responsible for all normal debt issuance costs and fees which will be disbursed by the Financial Advisor from proceeds of the Bonds and Notes including, but not limited to, Bond Counsel fees and expenses; registration, paying and escrow agent initial acceptance fees and annual charges; CUSIP and similar transactional costs; the fees of Moody's for a credit rating; costs of preparation, electronic dissemination, printing and distribution of the "near final" *Preliminary* and *Final Official Statements* and all legally required publication costs, registration and legal fees. In addition to the aggregate fees and expenses and estimated underwriter's compensation determined by competitive bidding and depicted in Appendix A, the County shall be responsible for all compensation due (if any) to the County Attorney or other independent consultants engaged by it

or by Bond Counsel and if the County desires and qualifies, any premiums due for bond insurance or other credit enhancement instruments or devices purchased directly or indirectly by the County to enhance the sale and issuance of the Bonds and/or Notes.

Section 23. The County recognizes that the Raymond James | Morgan Keegan on occasion assists local jurisdictions in the investment of idle funds. In instances where Raymond James | Morgan Keegan serves in other capacities, separate compensation for such services may be merited. Raymond James | Morgan Keegan is involved in a wide range of activities from which conflicting interests or duties may arise. Information which is held elsewhere within Raymond James | Morgan Keegan, 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 and Notes. The Financial Advisor's engagement is limited to providing financial advisory services with respect to the Bonds and Notes. The Financial Advisor has not been engaged to compare alternatives to the Bonds or Notes. 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 and Notes. The Financial Advisor will not provide any assurances that (i) any investment made in connection with the Bonds and Notes 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 Notes 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 forty-five days after settlement resulting in the delivery of the securities to the successful bidders and cash to the County.

RAYMOND JAMES | Morgan Keegan

Date: \_\_\_\_\_

\_\_\_\_\_  
**Richard T. Dulaney, Managing Director**

APPROVED:

Date: \_\_\_\_\_

\_\_\_\_\_  
**Brent Greer County Mayor**

**APPENDIX A**

**HENRY COUNTY, TENNESSEE  
General Obligation School Refunding Bonds, Series 2013  
General Obligation Refunding and Improvement Notes, Series 2013**

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

The

<u>Provider</u>	<u>Service Provider</u>	<u>Estimated Total<sup>(1)</sup></u>
Financial Advisor:	Raymond James   Morgan Keegan	\$28,500
Bond Counsel:	Bass Berry & Sims PLC	18,000
Registrar and Escrow Agent:	Regions Corporate Trust	1,500
Rating Agency:	Moody's Investors Service, Inc.	11,500
POS; OS Preparation; Distribution:	I-Dealprospectus; UPS Printing or comparable; Raymond James   Morgan Keegan	8,500
Verification Agent	Grant Thornton LLP	3,000
CUSIP Numbers; Other:	CUSIP Bureau; RJ  MK	<u>1,660</u>
Total:		<u>\$72,660</u>

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

The underwriter's compensation for the Bonds and Notes will be determined at the time of the public sale by competitive public bids. It is estimated that such compensation will be approximately \$7.50/\$1,000\* of par for each of the Bonds and Notes.

A State Form CT-0253 depicting the actual costs of issuance and actual underwriter's compensation will be prepared and executed at the closing and delivery of the Bonds and Notes, presented to the Board of County Commissioners at their next scheduled meeting following the delivery of the Bonds and Notes 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.

<sup>(1)</sup> Estimated not to exceed. Subject to adjustment and revision based on final sizing and invoices, etc.

\* Subject to adjustment and revision based on actual bids received

EXHIBIT E

Form of Engagement Letter

March \_\_, 2012

Henry County, Tennessee  
Attn: Honorable Brent Greer, County Mayor  
Henry County Courthouse  
Paris, Tennessee

**Re: Issuance of Not to Exceed \$6,950,000 Rural School Refunding Bonds, Series 201\_\_ and \$1,800,000 General Obligation Refunding Notes, Series 201\_\_**

Dear Mayor Greer:

The purpose of this engagement letter is to set forth certain matters concerning the services we will perform as bond counsel to Henry County, Tennessee (the "Issuer"), in connection with the issuance of the above-referenced Bonds and Notes (the "Obligations"). We understand that the Bonds are being issued for the purpose of providing funds for: (A) refinancing all or a portion of the Issuer's outstanding Rural School Bonds, Series 2003, dated September 15, 2003; and (B) payment of the costs related to the issuance and sale of the Bonds. We understand that the Notes are being issued to refund certain outstanding capital outlay notes of the County and to pay costs of issuance of the Notes. We further understand that the Obligations will be offered at a competitive public sale.

**SCOPE OF ENGAGEMENT**

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

1. Subject to the completion of proceedings to our satisfaction, render our legal opinions (the "Opinions") regarding the validity and binding effect of the Obligations, the source of payment and security for the Obligations, and the excludability of interest on the Obligations from gross income for federal income tax purposes.
2. Prepare and review documents necessary or appropriate for the authorization, issuance and delivery of the Obligations, 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 Obligations, except that we will not be responsible for any required blue-sky filings.
4. Review legal issues relating to the structure of the Obligations.
5. Draft those sections of the official statement to be disseminated in connection with the sale of the Obligations, describing the Opinions, the terms of and security for the Obligations, and the treatment of the Obligations and interest thereon under state and federal tax law.
6. Assist the Issuer in presenting information to rating organizations and providers of credit enhancement relating to legal issues affecting the issuance of the Obligations, if requested.
7. Prepare and review the notice of sale pertaining to the competitive sale of the Obligations, if any.
8. Draft the continuing disclosure undertaking of the Issuer.

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

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

#### 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 objective Opinions. 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 Obligations. 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 Obligations.

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 Obligations. 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 Obligations 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 Obligations. As disclosed in the Official Statement, our firm represents Morgan Keegan & Company, Inc. and Regions Bank in matters unrelated to the Obligations.

#### **FEEES**

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing represented by the Obligations; (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 \$18,000. Our fees may vary: (a) if the principal amount of Obligations 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.

If, for any reason, the financing represented by the Obligations is completed without the delivery of our Opinions 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 out-of-pocket expenses as described above unless we have failed to meet our responsibilities under this engagement.

#### **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 Contract 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. To the extent permitted by law, any action between the parties arising from this Engagement Letter shall be maintained in the state or federal courts of Davidson County, Tennessee.



ROLL CALL

COUNTY COMMISSION, HENRY COUNTY, DONNA CRAIG, COUNTY CLERK  
PARIS, TENNESSEE

A motion was made by Commissioner Paschall and seconded by Commissioner Kyle to amend Resolution 5-11-12, from \$1,800,000 to \$1,600,000 general obligation refunding and improvement capital outlay notes.

VOICE VOTE CARRIED

A motion was made by Commissioner Starks and seconded by Commissioner Kyle to approve amended Resolution 5-11-12, authorizing the issuance of general obligation refunding and improvement capital outlay notes in an aggregate principal amount not to exceed \$1,600,000 of Henry County, Tennessee; making provision for the issuance, sale and payment of said notes; establishing the terms thereof and the disposition of proceeds therefrom; providing for the levy of taxes for the payment of principal of, premium, if any, and interest on the notes; and repealing Resolution 6-2R-12.

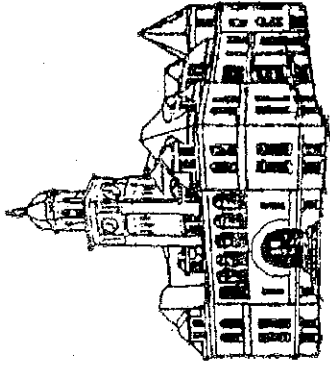
ITEM NO. 12

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
BRADLEY, WESLEY					X			
CARTER, DELL					X			
CARTER, GREG					X			
FREEMAN, BOBBY					X			
HUMPHREYS, KENNETH	X							
JONES, DON					X			
KYLE, KREG				X	X			
MATHENIA, PAUL					X			
MCSWAIN, CONNIE					X			
NEAL, PAUL					X			
PASCHALL, DAN					X			
STARKS, MONTE			X		X			
TRAVIS, JAMES					X			
VISSER, MARTY					X			
WEBB, DAVID					X			
TOTAL	1				14			

MOTION CARRIED

DATE : 11-19-12

00 073



# County of Henry

P. O. Box 7

PARIS, TENNESSEE 38242

PHONE: (731) 642-5212

FAX: (731) 642-6531

OFFICE OF THE COUNTY MAYOR  
**BRENT GREER**

EMAIL: BGREER@HENRYCOUNTYTN.ORG

November 20, 2012

Ms. Mary-Margaret Collier, Director  
Division of State and Local Finance  
James K. Polk Office Building - Suite 1600  
505 Deaderick Street  
Nashville, Tennessee 37243-1402

*Re: Approval of Not to Exceed \$1,600,000\* General Obligation Refunding and Improvement  
Capital Outlay Notes, Series 2012 (the "Notes") of Henry County (the "County")*

Dear Ms. Collier:

For your review, consideration and approval, please find enclosed an executed copy of the formal resolution (the "Resolution") authorizing the Notes approved by the Board of County Commissioners of (the "Governing Body") on Monday, November 19, 2012.

By way of background, the County submitted a formal "Refunding Plan" (the "Plan") on November 1, 2012 regarding the proposed issuance of approximately \$1,325,000 Notes which was reviewed and reported on by your office on November 7, 2012 (the "Report"). In the Plan, the Notes were proposed to be issued to refund 4 outstanding capital outlay notes of the County in order to achieve aggregate annual and net present value debt service savings.

In addition to the foregoing refunding component, the attached resolution authorizes new funding (over slightly less than 12 full years) for "the (i) construction of storm shelters for the Henry County schools; (ii) acquisition, construction, renovation and equipping of an archives building and museum for the County;(iii) renovations to the County's Health Department Building; (iv) payment of legal, fiscal, administrative, architectural and engineering costs incident to any or all of the foregoing (collectively, the "Projects"); and (iv) pay the costs of issuance and sale of the Notes".

Of the authorized amount of not to exceed \$1,600,000, approximately \$1,300,000 is related to the refunding portion of the composite transaction and approximately \$500,000 is related to new project funding authorized by the Governing Body. Naturally, the size of both

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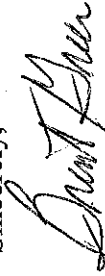
Ms. Mary-Margaret Collier  
November 19, 2012  
Page 2

components of the transaction will be adjusted on the date of sale to conform their final sizing to the actual needs of each component once competitive bids are received and awarded.

Pursuant to applicable Section 9-21-601, *Tennessee Code Annotated* and the Report, the County is formally requesting your approval to sell and issue the Notes. With respect specifically to Section 9-21-608 *Tennessee Code Annotated*, we respectfully ask you to waive the requirement that "... principal on the Notes in an amount that is estimated to be at least equal to an amortization which will reflect level debt service on the Notes..." so that there will be no extension of debt in the refunding component of the transaction past the currently scheduled budget years. Additionally, the County will sell the Notes at competitive public sale.

If you have any questions or need any additional information, please do not hesitate to contact us at your earliest convenience.

Sincerely,



Brent Greer  
County Mayor

Attachments

Copy: Rick Dulaney, Raymond James | Morgan Keegan  
Karen S. Neal, Esq., Bass, Berry & Sims

00 075

RESOLUTION NO. 5-11-12

A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION REFUNDING AND IMPROVEMENT CAPITAL OUTLAY NOTES IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED ONE MILLION SIX HUNDRED THOUSAND DOLLARS (\$1,600,000) OF HENRY COUNTY, TENNESSEE; MAKING PROVISION FOR THE ISSUANCE, SALE AND PAYMENT OF SAID NOTES; ESTABLISHING THE TERMS THEREOF AND THE DISPOSITION OF PROCEEDS THEREFROM; PROVIDING FOR THE LEVY OF TAXES FOR THE PAYMENT OF PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE NOTES; AND REPEALING RESOLUTION 6-2R-12.

WHEREAS, pursuant to authority granted by Sections 9-21-101, et seq., Tennessee Code Annotated, as amended, Henry County, Tennessee (the "County") has issued its 2008 Capital Projects Capital Outlay Note, dated September 24, 2008 (the "2008 Note"), having a final maturity of September 24, 2013, its 2008 Capital Outlay Note, Series 2008B, dated June 17, 2008 (the "2008B Note"), having a final maturity of June 17, 2018; its 2009 Capital Outlay Note, Series A, (the "2009 Note"), dated November 4, 2009, having a final maturity of November 4, 2021; and its Series 2010 Capital Outlay Note, Series 2010B (the "2010 Note" and together with the 2008 Note, the 2008B Note and the 2009 Note, collectively, the "Outstanding Notes"), dated January 29, 2010, having a final maturity of November 20, 2022, and

WHEREAS, under the provisions of Sections 9-21-101, et seq., Tennessee Code Annotated, as amended, counties in Tennessee are authorized through their respective governing bodies to issue and sell bonds or notes of said counties to refund, redeem or make principal and interest payments on bonds, notes or other obligations previously issued by said counties; and

WHEREAS, the plan of refunding for the Outstanding Notes 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 said report on the plan of refunding has been issued and is attached hereto as Exhibit A; and

WHEREAS, the Board of County Commissioners (the "Governing Body") of the County has determined that it is necessary and advisable to refund all or a portion of the Outstanding Notes by the issuance of general obligation refunding capital outlay notes;

WHEREAS, pursuant to authority granted by Sections 9-21-601 et seq., Tennessee Code Annotated, subject to the approval of the Director of State and Local Finance, counties in Tennessee are authorized to issue interest bearing capital outlay notes for all county purposes for which general obligation bonds can be legally authorized and issued for a period of not to exceed twelve (12) years; and

WHEREAS, the Governing Body has determined that it is necessary and desirable to issue capital outlay notes to provide funds for the purpose of financing the: (i) acquisition, construction, renovation, and equipping of an archives building and museum for the County; (ii) renovations to the County's Health Department Building; (iii) payment of legal, fiscal, administrative, architectural and engineering costs incident to any or all of the foregoing (collectively, the "Projects"); (iv) reimbursement to the appropriate fund of the County for prior expenditures for the foregoing costs, if applicable; and (v) payment of costs incident to the issuance and sale of the Notes authorized herein; and

WHEREAS, it is the intention of the Governing Body to adopt this Resolution for the purpose of authorizing not to exceed \$1,600,000 in aggregate principal amount of its general obligation refunding and improvement capital outlay notes, providing for the issuance, sale and payment of said notes, 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 and interest thereon.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF HENRY COUNTY, TENNESSEE, AS FOLLOWS:

SECTION 1. Authority. The notes authorized by this resolution are issued pursuant to Sections 9-21-601 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) "Book-Entry Form" or "Book-Entry System" means a form or system, as applicable, under which physical note certificates in fully registered form are issued to a Depository, or to its nominee as Registered Owner, with the certificate of notes being held by and "immobilized" in the

custody of such Depository, and under which records maintained by persons, other than the County or the Registration Agent, constitute the written record that identifies, and records the transfer of, the beneficial "book-entry" interests in those notes;

- (b) "Code" means the Internal Revenue Code of 1986, as amended, and all regulations promulgated thereunder;
- (c) "County" means Henry County, Tennessee;
- (d) "Depository" means any securities depository that is a clearing agency under federal laws operating and maintaining, with its participants or otherwise, a Book-Entry System, including, but not limited to, DTC;
- (e) "DTC" means The Depository Trust Company, a limited purpose company organized under the laws of the State of New York, and its successors and assigns;
- (f) "DTC Participant(s)" means securities brokers and dealers, banks, trust companies and clearing corporations that have access to the DTC System;
- (g) "Financial Advisor" means Morgan Keegan & Company, Inc. or its successor in interest, doing business as Raymond James|Morgan Keegan, Nashville, Tennessee;
- (h) "Governing Body" means the Board of County Commissioners of the County;
- (i) "Notes" means the County's General Obligation Refunding and Improvement Notes, having such series designation and dated date as shall be determined by the County Mayor;
- (j) "Outstanding Notes" has the meaning ascribed to it in the recitals above;
- (k) "Projects" means (i) acquisition, construction, renovation and equipping of an archives building and museum for the County; (ii) renovations to the County's Health Department Building; and (iii) payment of legal, fiscal, administrative, architectural and engineering costs incident to any or all of the foregoing
- (l) "Refunded Notes" mean the maturities and portions of maturities of the Outstanding Notes designated for refunding pursuant to Section 8 hereof;
- (m) "Registration Agent" means Regions Bank, Nashville, Tennessee as registration and paying agent for the Notes or any successor designated by the Governing Body; and
- (n) "State Director" means the Director of State and Local Finance in the Office of the Tennessee Comptroller of the Treasury.

SECTION 3. Findings of the Governing Body: Compliance with Debt Management Policy. It is hereby found and determined by the Governing Body as follows:

- (a) In conformance with the directive of the State Funding Board of the State of Tennessee, the County has heretofore adopted its Debt Management Policy. The Board of County Commissioners hereby finds that the issuance and sale of the Notes, as proposed herein, is consistent with the County's Debt Management Policy.
- (b) Specifically, the Board of County Commissioners hereby finds that the issuance of the Notes authorized by this resolution allocable to the refunding is advisable because it will result in the reduction in debt service payable by the County, over the term of the Outstanding Notes. The County's Debt Management Policy contemplates that the County may issue refunding notes for the purpose of achieving debt service savings. In the case of the Notes authorized herein, the Board of County Commissioners finds that a savings threshold of not less than three percent (3.00%), measured by comparing the present value of the savings to the par amount of Refunded Notes, should be met in order for the Notes to be issued.
- (c) The Notes authorized herein, proceeds of which will be used to refund the Refunded Notes, will be structured so as not to materially extend beyond the original term of the Refunded Notes.
- (d) To ensure that the costs of the Notes authorized herein have been fully disclosed, the Refunding Report of the State Director has been presented to the members of the Governing Body in connection with their consideration of this resolution and is attached hereto as Exhibit A. The estimated amortization of the Notes (which is subject to adjustment as provided in Section 8 hereof) is attached hereto as Exhibit B.

SECTION 4. Authorization and Terms of the Notes. (a) For the purpose of providing funds to the County for funds previously expended for costs of the Projects; (ii) reimburse the appropriate fund of the costs of issuance and sale of the Notes, there is hereby authorized to be issued general obligation refunding and improvement capital outlay notes of the County in the aggregate principal amount of not to exceed \$1,600,000. The Notes shall be issued in fully registered, book-entry form (except as otherwise provided herein), without coupons, shall be known as "General Obligation Refunding Capital Outlay Notes " and shall be dated their date of issuance, having such series designation or such other designation and such other dated date as shall be determined by the County Mayor pursuant to Section 8 hereof. Subject to adjustments permitted pursuant to Section 8 hereof, the Notes shall bear interest per annum at a rate or rates not exceeding the maximum rate permitted by Tennessee law at the time of the issuance of the Notes or such emission thereof, payable semi-annually on May 1 and November 1 in each year, commencing May 1, 2013. Subject to adjustments permitted in Section 8 hereof, the Notes shall be issued initially in \$5,000 denominations or integral multiples thereof, as shall be requested by the purchaser thereof, and shall mature annually on May 1 or semi-annually on May 1 and November 1, subject to prior optional redemption as hereinafter provided, either serially or through mandatory redemption, in the years 2013 through 2023.

(b) Subject to adjustments permitted in Section 8 hereof, the Notes shall not be subject to optional redemption prior to maturity. If adjustments are made to the redemption provisions permitted in Section 8 hereof and if less than all the Notes shall be called for redemption, the maturities to be redeemed shall be designated by the Governing Body. If less than all of the Notes within a single maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

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

(ii) if the Notes are not being held under a Book-Entry System by DTC, or a successor Depository, the Notes 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 of the County is authorized to sell the Notes, or any maturities thereof, as term notes ("Term Notes") with mandatory redemption requirements corresponding to the maturities set forth herein or as determined by the County Mayor of the County. In the event any or all the Notes are sold as Term Notes, the County shall redeem Term Notes on redemption dates corresponding to the maturity dates set forth herein, in aggregate principal amounts equal to the maturity amounts established pursuant to Section 8 hereof for each redemption date, as such maturity amounts may be adjusted pursuant to Section 8 hereof, at a price of par plus accrued interest thereon to the date of redemption. The Term Notes 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 Notes 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 Notes 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 Notes 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 Notes for which proper notice was given. The notice may state that it is conditioned upon the deposit of

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

(e) The Registration Agent is hereby authorized and directed to maintain Bond registration records with respect to the Notes, to authenticate and deliver the Notes as provided herein, either at original issuance or upon transfer, to effect transfers of the Notes, to give all notices of redemption as required herein, to make all payments of principal and interest with respect to the Notes as provided herein, to cancel and destroy Notes 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 Notes paid, Notes outstanding and payments made with respect to interest on the Notes. The County Mayor is hereby authorized to execute and the County Clerk is hereby authorized to attest such written agreement between the County and the Registration Agent as they shall deem necessary and proper with respect to the obligations, duties and rights of the Registration Agent. The payment of all reasonable fees and expenses of the Registration Agent for the discharge of its duties and obligations hereunder or under any such agreement is hereby authorized and directed.

(f) The Notes 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 Notes 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 Notes, and all such payments shall discharge the obligations of the County in respect of such Notes to the extent of the payments so made. Payment of principal of and premium, if any, on the Notes shall be made upon presentation and surrender of such Notes to the Registration Agent as the same shall become due and payable. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each. In the event the Notes are no longer registered in the name of DTC, or a successor Depository, if requested by the Owner of at least \$1,000,000 in aggregate principal amount of the Notes, payment of interest on such Notes shall be paid by wire transfer to a bank within the continental United States or deposited to a designated account if such account is maintained with the Registration Agent and written notice of any such election and designated account is given to the Registration Agent prior to the record date.

(g) Any interest on any Bond that is payable but is not punctually paid or duly provided for on any interest payment date (hereinafter "Defaulted Interest") shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such Defaulted Interest shall be paid by the County to the persons in whose names the Notes 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 thereof 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 Notes shall impair any statutory or other rights in law or in equity of any registered owner arising as a result of the failure of the County to punctually pay or duly provide for the payment of principal of, premium, if any, and interest on the Notes when due.

(h) The Notes are transferable only by presentation to the Registration Agent by the registered owner, or his legal representative duly authorized in writing, of the registered Bond(s) to be transferred with the form of assignment on the reverse side thereof completed in full and signed with the name of the registered owner as it appears upon the face of the Bond(s) accompanied by appropriate documentation necessary to prove the legal capacity of any legal representative of the registered owner. Upon receipt of the Bond(s) in such form and with such documentation, if any, the Registration Agent shall issue a new Bond or the Bond to the assignee(s) in \$5,000 denominations, or integral multiples thereof, as requested by the registered owner requesting transfer. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the 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 Notes shall be overdue. The Notes, upon surrender to the Registration Agent, may, at the option of the registered owner, be exchanged for an equal aggregate principal amount of the Notes of the same maturity in any authorized denomination or denominations.

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

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

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

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



maintained by DTC or DTC Participants.

In the event that (1) DTC determines not to continue to act as securities depository for the Notes or (2) the County determines that the continuation of the Book-Entry System of evidence and transfer of ownership of the Notes would adversely affect their interests or the interests of the Beneficial Owners of the Notes, the County shall discontinue the Book-Entry System with DTC. If the County fails to identify another qualified securities depository to replace DTC, the County shall cause the Registration Agent to authenticate and deliver replacement Notes in the form of fully registered Notes to each Beneficial Owner. If the purchaser of the Notes, or any emission thereof, does not intend to reoffer the Notes to the public, then the County Mayor and the purchaser may agree that the Notes be issued in the form of fully-registered certificated Notes and not utilize the Book-Entry System.

THE COUNTY AND THE REGISTRATION AGENT SHALL NOT HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO ANY DTC PARTICIPANT OR ANY BENEFICIAL OWNER WITH RESPECT TO (i) THE NOTES; (ii) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DTC PARTICIPANT; (iii) THE PAYMENT BY DTC OR ANY DTC PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL OF AND INTEREST ON THE NOTES; (iv) THE DELIVERY OR TIMELINESS OF DELIVERY BY DTC OR ANY DTC PARTICIPANT OF ANY NOTICE DUE TO ANY BENEFICIAL OWNER THAT IS REQUIRED OR PERMITTED UNDER THE TERMS OF THIS RESOLUTION TO BE GIVEN TO BENEFICIAL OWNERS, (v) THE SELECTION OF BENEFICIAL OWNERS TO RECEIVE PAYMENTS IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE NOTES; OR (vi) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC, OR ITS NOMINEE, CEDE & CO., AS OWNER.

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

(l) The Registration Agent is hereby authorized to authenticate and deliver the Notes to the original purchaser, upon receipt by the County of the proceeds of the sale thereof and to authenticate and deliver Notes in exchange for Notes 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 Notes shall not be valid for any purpose unless authenticated by the Registration Agent by the manual signature of an officer thereof on the certificate set forth herein on the Bond form.

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

SECTION 5. Source of Payment. The Notes 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 Notes, the full faith and credit of the County are hereby irrevocably pledged.

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

REGISTERED \_\_\_\_\_ REGISTERED  
Number \_\_\_\_\_ \$ \_\_\_\_\_  
(Form of Face of Note)

UNITED STATES OF AMERICA  
STATE OF TENNESSEE  
COUNTY OF HENRY  
GENERAL OBLIGATION REFUNDING AND IMPROVEMENT NOTE, SERIES 201 \_\_\_\_\_

6 00 081

Interest Rate: \_\_\_\_\_ Maturity Date: \_\_\_\_\_

Date of Note: \_\_\_\_\_, 20\_\_\_\_

CUSIP No.: \_\_\_\_\_

Registered Owner: CEDE & CO.

Principal Amount: \_\_\_\_\_

FOR VALUE RECEIVED, Henry County, Tennessee (the "County") hereby promises to pay to the registered owner hereof, hereinabove named, or registered assigns, in the manner hereinafter provided, the principal amount hereinabove set forth on the maturity date hereinabove set forth (or upon earlier redemption as set forth herein), and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on said principal amount at the annual rate of interest hereinabove set forth from the date hereof until said maturity date or redemption date, said interest being payable on [May 1, 2013], and semi-annually thereafter on the first day of [May and November] 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 at the principal corporate trust office of Regions Bank, Nashville, Tennessee, as registration and paying agent (the "Registration Agent"). The Registration Agent shall make all interest payments with respect to this Bond on each interest payment date 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 Notes of the issue of which this Bond is one not less than ten (10) days prior to such Special Record Date. Payment of principal of [and premium, if any,] on this Bond shall be made when due upon presentation and surrender of this Bond to the Registration Agent.

Except as otherwise provided herein or in the Resolution, as hereinafter defined, this Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Notes of the series of which this Bond is one. One Bond for each maturity of the Notes shall be issued to DTC and immobilized in its custody. A book-entry system shall be employed, evidencing ownership of the Notes in \$5,000 denominations, or multiples thereof, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants, as defined in the Resolution, pursuant to rules and procedures established by DTC. So long as Cede & Co., as nominee for DTC, is the registered owner of the Notes, the County and the Registration Agent shall treat Cede & Co., as the only owner of the Notes for all purposes under the Resolution, including receipt of all principal and maturity amounts of [ , premium, if any,] and interest on the Notes, receipt of notices, voting and requesting or taking or not taking, or consenting to, certain actions hereunder. Payments of principal[, and] interest, [and redemption premium, if any,] with respect to the Notes, so long as DTC is the only owner of the Notes, shall be paid directly to DTC or its nominee, Cede & Co. DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners, as defined in the Resolution. Neither the County nor the Registration Agent shall be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants. In the event that (1) DTC determines not to continue to act as securities depository for the Notes or (2) the County determines that the continuation of the book-entry system of evidence and transfer of ownership of the Notes would adversely affect its interests or the interests of the Beneficial Owners of the Notes, the County may discontinue the book-entry system with DTC. If the County fails to identify another qualified securities depository to replace DTC, the County shall cause the Registration Agent to authenticate and deliver replacement Notes in the form of fully registered Notes to each Beneficial Owner. Neither the County nor the Registration Agent shall have any responsibility or obligations to any DTC Participant or any Beneficial Owner with respect to (i) the Notes; (ii) the accuracy of any records maintained by DTC or any DTC Participant; (iii) the payment by DTC or any DTC Participant of any amount due to any Beneficial Owner in respect of the principal or maturity amounts of and interest on the Notes; (iv) the delivery or timeliness of delivery by DTC or any DTC Participant of any notice due to any Beneficial Owner that is required or permitted under the terms of the Resolution to be given to Beneficial Owners, (v) the selection of Beneficial Owners to receive payments in the event of any partial redemption of the Notes; or (vi) any consent given or other action taken by DTC, or its nominee, Cede & Co., as owner.

[Notes of the issue of which this Bond is one are not subject to optional redemption prior to maturity.]

[Notes of the issue of which this Bond is one maturing [May 1, 20\_\_] through [May 1, 202\_\_], inclusive, shall mature without option of prior redemption and Notes maturing [May 1, 202\_\_] and thereafter, shall be subject to redemption prior to maturity at the option of the County on [May 1, 202\_\_] and 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 the Notes shall be called for redemption, the maturities to be redeemed shall be designated by the Board of County Commissioners of the County. If less than all the principal amount of the Notes of a maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

- (i) if the Notes are being held under a Book-Entry System by DTC, or a successor Depository, the amount of the interest of each DTC Participant in the Notes to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or
- (ii) if the Notes are not being held under a Book-Entry System by DTC, or a successor Depository, the Notes 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 Notes maturing \_\_\_\_\_ on the redemption dates set forth below opposite the maturity dates, in aggregate principal amounts equal to the respective dollar amounts set forth below opposite the respective redemption dates at a price of par plus accrued interest thereon to the date of redemption. DTC, as securities depository for the series of Notes of which this Bond is one, or such Person as shall then be serving as the securities depository for the Notes, shall determine the interest of each Participant in the Notes to be redeemed using its procedures generally in use at that time. If DTC, or another securities depository is no longer serving as securities depository for the Notes, the Notes to be redeemed within a maturity shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall select. The dates of redemption and principal amount of Notes to be redeemed on said dates are as follows:

<u>Final</u> <u>Maturity</u>	<u>Redemption</u> <u>Date</u>	<u>Principal Amount</u> <u>of Notes</u> <u>Redeemed</u>
---------------------------------	----------------------------------	---

\*Final Maturity

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such redemption date, the County may (i) deliver to the Registration Agent for cancellation Notes 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 Notes 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 Notes to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The County shall on or before the forty-fifth (45th) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.]

Notice of call for redemption[, whether optional or mandatory,] shall be given by the Registration Agent not less than twenty (20) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Notes 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 such defect in any such notice so mailed shall affect the sufficiency of the proceedings for the redemption of any of the Notes for which proper notice was given. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to effect the redemption with the Registration Agent no later than

the redemption date ("Conditional Redemption"). As long as DTC, or a successor Depository, is the registered owner of the Notes, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Notes, as and when above provided, and neither the County nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant will not affect the validity of such redemption. From and after any redemption date, all Notes called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth in the Resolution, as hereafter defined. In the case of a Conditional Redemption, the failure of the County to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the Depository or the affected Bondholders that the redemption did not occur and that the Notes called for redemption and not so paid remain outstanding.

This Bond is transferable by the registered owner hereof in person or by such owner's attorney duly authorized in writing at the principal corporate trust office of the Registration Agent set forth on the front side hereof, but only in the manner, subject to limitations and upon payment of the charges provided in the Resolution, as hereafter defined, and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Notes 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. Notes, 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 Notes of the same maturity in authorized denomination or denominations, upon the terms set forth in the Resolution. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular Record Date or Special Record Date and ending on the corresponding interest payment date of such Bond[, nor to transfer or exchange any Bond after the notice calling such Bond for redemption has been made, nor during a period following the receipt of instructions from the County to call such Bond for redemption].

This Bond is one of a total authorized issue aggregating \$\_\_\_\_\_ and issued by the County for the purpose of providing funds to (a) refund the County's outstanding [2008 Note, 2008B Note, 2009 Note and 2010 Note] (as such terms are defined in the Resolution); (b) finance the (i) acquisition, construction, renovation and equipping of an archives building and museum for the County; (ii) renovations to the County's Health Department Building; (iii) payment of legal, fiscal, administrative, architectural and engineering costs incident to any or all of the foregoing (collectively, the "Projects"); (iv) reimbursement to the appropriate fund of the County for prior expenditures for the foregoing costs, if applicable and (c) pay the costs of issuance and sale of the Notes, 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 (the "Resolution") duly adopted by the Board of County Commissioners of the County on November 19, 2012.

This Note is payable from unlimited ad valorem taxes to be levied on all taxable property within the County. For the prompt payment of principal of and interest on this Note, 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 the Resolution.

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

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

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

HENRY COUNTY, TENNESSEE

BY: \_\_\_\_\_  
County Mayor

(SEAL)

ATTESTED:

\_\_\_\_\_  
County Clerk

Transferable and payable at the  
principal corporate trust office of:

Regions Bank  
Nashville, Tennessee

Date of Registration: \_\_\_\_\_

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

REGIONS BANK  
Registration Agent

By: \_\_\_\_\_  
Authorized Representative

FORM OF ASSIGNMENT

FOR VALUE RECEIVED, the undersigned, \_\_\_\_\_, whose address is \_\_\_\_\_, sells, assigns, and transfers unto \_\_\_\_\_ (Please insert Social Security or Federal Tax Identification Number \_\_\_\_\_) the within Note of the Henry County, Tennessee, and does hereby irrevocably constitute and appoint \_\_\_\_\_, attorney, to transfer the said Note 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 Note 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 Notes 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, premium, if any, and interest coming due on the Notes in said year. Principal, premium, if any, and interest on the Notes 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 shall be reduced to the extent of any other funds, taxes and revenues from the County appropriated to the debt service on the Notes.

Section 8. Sale of Notes. (a) The Notes shall be offered for public sale, in one or more series, as required by law at a price of not less than ninety-nine percent (99%) of par exclusive of original issue discount, and accrued interest, as a whole or in part, from time to time, as shall be determined by the County Mayor in consultation with the County's financial advisor. The Notes shall be sold at public sale by physical delivery of bids or by electronic bidding by means of an Internet bidding service as shall be determined by the County Mayor in consultation with the Financial Advisor. The County Mayor is authorized to award the Notes to the bidder whose bid results in the lowest true interest cost to the County, provided the rate or rates on none of the Notes exceeds the maximum rate permitted by Tennessee law at the time of the issuance of any series of the Notes. The award of the Notes 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.

(b) The County Mayor, upon consultation with the Financial Advisor, is further authorized with respect to each series of Notes to:

- (1) to adjust the dated date of the Notes or any series thereof, to a date other than the date of issuance;
  - (2) to designate the Notes to a designation other than "General Obligation Refunding Capital Outlay Notes", to designate the series of the Notes;
  - (3) in order to facilitate the sale of the Notes in a manner that is in the best interest of the County and results in the greatest cost savings for the County, to cause to be sold less than the principal amount authorized herein and to refund all or any portion of any series or maturities of the Outstanding Notes;
  - (4) to adjust the principal and interest payment dates and maturity amounts of the Notes or any series thereof, provided (i) the total principal amount of all series of the Notes does not exceed the total amount of Notes authorized herein, and (ii) the first maturity date of the Notes or any series thereof does not exceed one (1) year from the dated date of such series of the Notes;
  - (5) to cause the Notes to be subject to optional redemption prior to maturity, provided the redemption premium, if any, shall not exceed two percent (2%) of the par amount of the Notes called for redemption;
  - (6) to sell the Notes or any maturities thereof as Term Notes with mandatory redemption requirements corresponding to the maturities set forth herein or as otherwise determined by the County Mayor, as he shall deem most advantageous to the County; and
  - (7) to cause all or a portion of the Notes to be insured by a bond insurance policy issued by a nationally recognized bond insurance company to achieve the purposes set forth herein and to enter into an agreement with such bond insurance company with respect to such bond insurance on terms not inconsistent with the provisions of this resolution.
- (c) The County Mayor, the County Clerk and the Director of Accounts and Budgets, or any of them, are authorized to cause the Notes to be authenticated and delivered by the Registration Agent to the successful bidder and to execute, publish, and deliver all certificates and documents, including an official statement and closing certificates, as they shall deem necessary in connection with the sale and delivery of the Notes.
- (d) The County Mayor and the County Clerk, or either of them, are authorized to enter into an agreement with the Registration Agent for providing paying agent services.
- (e) None of the Notes shall be issued until the County receives approval from the State Director.

SECTION 9. Disposition of Bond Proceeds. The proceeds of the sale of the Notes shall be disbursed as follows:

- (a) accrued interest, if any, shall be deposited to the appropriate fund of the County to be used to pay interest on the Notes on the first interest payment date following delivery of the Notes;
- (b) an amount, together with legally available funds of the County, if any, will be sufficient to pay principal of and interest on the Refunded Notes, shall be paid to the holder of the Notes on the earliest optional redemption date on or about the date of issuance of the Notes;

(c) an amount necessary to pay all or a portion of the costs of the Projects shall be paid to the County Trustee to be deposited in a special fund known as the Public Improvement Construction Fund (the "Construction Fund") to be kept separate and apart from all other funds of the County. The monies in the Construction Fund shall be solely used by the County to pay costs of the Projects, costs of issuance of the Notes and, if applicable, to reimburse the County for any funds previously expended for costs of the Projects. Moneys in the Construction Fund shall be invested at the direction of the County Trustee in such investments as shall be permitted by applicable law. Earnings from such investments shall be retained in the Note Fund to pay costs of the Project unless otherwise approved by the Governing Body, to the extent permitted by applicable law. Funds remaining in the Construction Fund after the completion of the Projects and reimbursement to the County for funds previously expended for costs of the Projects, if any, shall be transferred to the County's debt service to be used to pay principal and interest on the Notes, to the extent permitted by applicable law; and

(d) the remainder of the proceeds of the sale of the Notes shall be used to pay costs of issuance of the Notes and, if not needed for such purposes, shall be used to pay interest on the Notes on the first interest payment date following delivery of the Notes.

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

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

If the Notes are sold to a purchaser that does not intend to reoffer the Notes to the public as evidenced by a certificate executed by the purchaser, then an Official Statement is authorized, but not required, as shall be determined by the County Mayor in consultation with the Financial Advisor.

SECTION 11. Notices of Redemption. The County Mayor and the County Clerk, or either of them, are hereby authorized and directed to take all steps necessary to redeem the Refunded Notes at their earliest possible redemption date, including the giving of and publication of any redemption notice as required by the resolution authorizing the issuance of the Refunded Notes.

SECTION 12. Federal Tax Matters Related to the Notes. The County recognizes that the purchasers and holders of the Notes will have accepted them on, and paid therefor a price that reflects, the understanding that interest thereon is excluded from gross income for purposes of federal income taxation under laws in force on the date of delivery of the Notes. Accordingly, the County agrees that it shall take no action that may render the interest on any of said Notes subject to federal income taxation. It is the reasonable expectation of the Governing Body that the proceeds of the Notes will not be used in a manner which will cause the Notes to be "arbitrage bonds" within the meaning of Section 148(a) of the Internal Revenue Code of 1986, as amended (the "Code"), including any lawful regulations promulgated or proposed thereunder, and to this end the said proceeds of the Notes and other related funds established for the purposes herein set out, shall be used and spent expeditiously for the purposes described herein. The Governing Body further covenants and represents that in the event it shall be required by Section 148(f) of the Code to pay any investment proceeds of the Notes to the United States government, it will make such payments as and when required by said Section and will take such other actions as shall be necessary or permitted to prevent the interest on the Notes from becoming subject to inclusion in the gross income for purposes of federal income taxation. The County Mayor, the County Clerk and the Director of Accounts and Budgets, or any of them, are authorized and directed to make such certifications in this regard in connection with the sale of the Notes as any or all shall deem appropriate, and such

certifications shall constitute a representation and certification of the County. Following the issuance of the Notes, the County Mayor and the Director of Accounts and Budgets are directed to administer the County's Federal Tax Compliance Policies and Procedures with respect to the Notes.

SECTION 13. Discharge and Satisfaction of Notes. If the County shall pay and discharge the indebtedness evidenced by any of the Notes in any one or more of the following ways, to wit:

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

(b) By depositing or causing to be deposited with any trust company or financial institution whose deposits are insured by the Federal Deposit Insurance Corporation or similar federal agency and which has trust powers (an "Agent"; which Agent may be the Registration Agent) in trust or escrow, on or before the date of maturity or redemption, sufficient money or Federal Obligations, as hereafter defined, the principal of and interest on which, when due and payable, will provide sufficient moneys to pay or redeem such Notes and to pay interest thereon when due until the maturity or redemption date (provided, if such Notes 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 Notes 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 Notes, or make adequate provision therefor, and by resolution of the Governing Body instruct any such Escrow Agent to pay amounts when and as required to the Registration Agent for the payment of principal of and interest on such Notes when due, then and in that case the indebtedness evidenced by such Notes shall be discharged and satisfied and all covenants, agreements and obligations of the County to the holders of such Notes 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 Notes in the manner provided in either clause (a) or clause (b) above, then the registered owners thereof shall thereafter be entitled only to payment out of the money or Federal Obligations deposited as aforesaid.

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

SECTION 14. Qualified Tax-Exempt Obligations. The Governing Body hereby designates the as "qualified tax-exempt obligations," within the meaning of Section 265 of the Internal Revenue Code of 1986, as amended, if and to the extent the Notes may be so designated and to the extent not "deemed designated".

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



SECTION 16. Approval of Professional Agreements and Cost Disclosures. The County has heretofore been provided with a financial advisory agreement by the Financial Advisor (the "Financial Advisory Agreement") attached hereto as Exhibit C and an engagement letter (the "Engagement Letter") attached hereto as Exhibit D by Bass, Berry & Sims PLC, as Bond Counsel ("Bond Counsel"), for their respective services in connection with the issuance of the Notes. The Engagement Letter details the attorney-client relationship to be entered into and the services to be provided by Bond Counsel in connection with the Notes and provides an estimate of Bond Counsel's fees. The Financial Advisory Agreement details the financial advisory relationship to be entered into and the services to be provided by the Financial Advisor in connection with the Notes and provides an estimate of all costs of issuance for the Notes, including the Financial Advisor's fees. The Governing Body hereby authorizes the County Mayor to enter into and approve both the Financial Advisory Agreement and Engagement Letter in substantially the forms attached, with such changes approved by the County Mayor.

SECTION 17. Resolution a Contract. The provisions of this resolution shall constitute a contract between the County and the registered owners of the Notes, and after the issuance of the Notes, 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 Notes and interest due thereon shall have been paid in full.

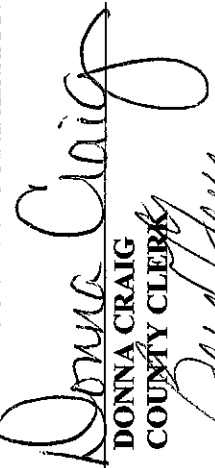
SECTION 18. Separability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

SECTION 19. Repeal of Conflicting Resolutions and Effective Date. All other resolutions and orders, or parts thereof, in conflict with the provisions of this resolution are, to the extent of such conflict, hereby repealed and this resolution shall be in immediate effect from and after its adoption. Upon adoption of this resolution, "RESOLUTION NO. 6-2R-12" authorized by the Governing Body on March 8, 2012 is hereby repealed in its entirety.


**BE IT FINALLY RESOLVED** that a true copy of this resolution be spread upon the Commission record of this date.

**PASSED** 11-19-12

  
BRENT GREER, CHAIRMAN  
HENRY COUNTY COMMISSION

  
DONNA CRAIG  
COUNTY CLERK

**APPROVED** 11-19-12

  
BRENT GREER  
HENRY COUNTY MAYOR

STATE OF TENNESSEE        )

COUNTY OF HENRY         )

I, Donna Craig, certify that I am the duly qualified and acting County Clerk of Henry County, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a regular meeting of the governing body of the County held on November 19, 2012; that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to the refunding of certain of the County's outstanding general obligation refunding and improvement capital outlay notes.

WITNESS my official signature and seal of said County this 19 day of November, 2012.

  
County Clerk

(SEAL)



STATE OF TENNESSEE  
COMPTROLLER OF THE TREASURY  
OFFICE OF STATE AND LOCAL FINANCE  
SUITE 1600 JAMES K. POLK STATE OFFICE BUILDING  
NASHVILLE, TENNESSEE 37243-1402  
PHONE (615) 401-7872  
FAX (615) 741-5986

November 7, 2012

Honorable Brent Greer, Mayor  
Henry County  
P.O. Box 7  
Paris, TN 38242

Dear Mayor Greer:

This letter acknowledges receipt on November 1, 2012, of a request to review a revised plan of refunding (the "Plan") for an issuance of not to exceed \$1,325,000 General Obligation Capital Outlay Refunding Notes, Series 2013 (the "2013 Refunding Notes"), to current refund by competitive sale, an estimated

- \$324,009 Right-of-Way and Utility Relocation Capital Outlay Note, Series 2008;
- \$16,000 Solid Waste Bailor Note, Series 2008;
- \$337,456 Emergency Services Complex Note, Series 2009 and;
- \$566,267 Energy Efficiency Projects Note, Series 2010 (collectively the "Refunded Notes").

The County received a letter and report, dated February 29, 2012, for the issuance of the 2013 Refunding Notes, but was unable to sell the notes. Along with this letter we are providing a new report on the revised plan. This letter and report does not provide approval to issue the 2013 Refunding Notes. A resolution should be sent to this office after adoption for approval to issue the notes.

Pursuant to the provisions of Title 9, Chapter 21, Tennessee Code Annotated, a plan must be submitted to our Office for review prior to the adoption of a resolution by the governing body of a local government authorizing the issuance of refunding Notes secured, in whole or in part, by the full faith and credit and unlimited taxing power of the County. The information presented in the Plan includes the assertions of the County and may not reflect either current market conditions or market conditions at the time of sale.

**County's Proposed Refunding Objective**

The 2013 Refunding Notes are being issued for debt service savings. The Plan estimates net present value savings of \$80,395 or 6.48% of the refunded principal.

00 091

#### Compliance with the County's Debt Management Policy

The County provided a copy of its debt management policy. When the County submits Form CT-0253 within 45 days of issuance of the debt approved in this letter, the County must describe, in specifics, how the debt complies with its Debt Policy. If a copy of the Policy has already been filed with the Office, the County does not have to resubmit a copy of the Policy if it is the current version of the policy.

#### Report of the Review of a Plan of Refunding

This letter, report, and the Plan are to be placed on the County's website. The same report is to be provided to each member of the County Commission and reviewed at the Public Meeting at which the proposed refunding bond resolution will be presented as required by Tennessee Code Annotated Section 9-21-903.

The enclosed report does not constitute approval or disapproval for the proposed plan or a determination that a refunding is advantageous or necessary nor that any of the outstanding obligations should be called for redemption on the first or any subsequent available redemption date or remain outstanding until their respective dates of maturity.

This letter and the enclosed report do not address the compliance with federal tax regulations and are not to be relied upon for that purpose. The County should discuss these issues with a bond counsel.

*This report is effective for a period of one hundred and twenty (120) days. If the refunding has not been completed during this time, a supplemental plan of refunding must be submitted to this Office, at that time we will issue a report thereon pursuant to the statutes. In lieu of submitting a supplemental plan, a statement may be submitted to our Office after the 120-day period has elapsed stating that the information contained in the current plan of refunding remains valid. Such statement must be submitted by either the Chief Executive Officer or the Chief Financial Officer of the local government. We will acknowledge receipt of such statement and will issue our letter confirming that this refunding report remains valid for an additional 120-day period. However, with regard to the report currently being issued by this Office, during the initial 120-day period or any subsequent 120-day period no refunding reports will be issued relating to the debt obligations indicated herein as being refunded unless the Chief Executive Officer or the Chief Financial Officer notifies our Office that the plan of refunding which has been submitted is no longer valid.*

*We recognize that the information provided in the plan submitted to our Office is based on preliminary analysis and estimates, and that actual results will be determined by market conditions at the time of sale of the debt obligations. However, if it is determined prior to the issuance of these obligations that the actual results will be significantly different from the information provided in the plan which has been submitted, and the local government determines to proceed with the issue, our Office should subsequently be notified by either the Chief Executive Officer or the Chief Financial Officer of the local government regarding these differences, and that the local government was aware of the differences and determined to proceed with the issuance of the debt obligations. Notification to our Office will be necessary only if there is an increase or decrease of greater than fifteen percent (15%) in any of the following: (1) the principal amount of the debt obligations issued; (2) the costs of issuance; (3) the cumulative savings or loss with regard to any refunding proposal. We consider this notification necessary to insure that this Office and officials of the local government are aware of any significant changes that occur with regard to the issuance of the proposed indebtedness.*

00 092

**Public Debt Entity Report**

Enclosed is a revised Form CT-0253 - Report on Debt Obligation. The Form CT-0253 must be filed with the governing body of the public entity issuing the debt not later than forty-five (45) days following the issuance or execution of a debt obligation by or on behalf of any public entity, with a copy (including attachments, if any) filed with the Director of the Office of State and Local Finance either by mail to the address on this letterhead or by email to the address below. No public entity may enter into additional debt if it has failed to file the Report on Debt Obligation.

[StateandLocalFinance.PublicDebtForm@cot.tn.gov](mailto:StateandLocalFinance.PublicDebtForm@cot.tn.gov)

Sincerely,

*Mary Margaret Collier*

Mary-Margaret Collier

Director of the Office of State & Local Finance

Cc: Mr. Jim Arnette, Director of Local Government Audit, COT

Mr. Rick Dulaney, Raymond James / Morgan Keegan

Ms. Karen Neal, Esq., Bass Berry & Sims

Enclosures (2): Report of the Director of the Office of State & Local Finance, State Form CT-0253, Report on Debt Obligation.

00 098

REPORT OF THE DIRECTOR OF THE OFFICE OF STATE AND LOCAL FINANCE  
CONCERNING THE PROPOSED ISSUANCE OF  
GENERAL OBLIGATION CAPITAL OUTLAY REFUNDING NOTES, SERIES 2013  
HENRY COUNTY, TENNESSEE

Henry County (the "County") submitted a plan of refunding (the "Plan"), as required by Tennessee Code Annotated Section 9-21-903 regarding an issuance of not to exceed \$1,325,000 General Obligation Capital Outlay Refunding Notes, Series 2013 (the "2013 Refunding Notes"), to current refund by competitive sale, an estimated

- \$321,009 Right-of-Way and Utility Relocation Capital Outlay Note, Series 2008;
- \$16,000 Solid Waste Bailer Note, Series 2008;
- \$337,456 Emergency Services Complex Note, Series 2009 and;
- \$566,267 Energy Efficiency Projects Note, Series 2010 (collectively the "Refunded Notes").

The Plan was prepared with the assistance of the County's Financial Advisor Raymond James | Morgan Keegan. The County provided a copy of its debt management policy.

#### Refunding Analysis

- The results for the refunding are based on the assumption that the estimated \$1,275,000 2013 Refunding Notes will be sold by competitive sale and priced at a par.
- Estimated net present value savings is \$80,395 or 6.48% of the refunded principal.
- The savings are achieved by reducing the average interest rate of the Refunded Notes from 3.70% to 1.71% for the 2013 Refunding Notes. The 2013 Refunding Notes do not extend the maturity schedule of the Refunded Notes.
- Estimated cost of issuance of the 2013 Refunding Notes is \$20,947 or \$16.43 per \$1,000 of par amount for the 2013 Refunding Notes.

The County has identified Raymond James | Morgan Keegan as its financial advisor. Financial Advisors have a fiduciary responsibility to you, the issuer. Underwriters have no fiduciary responsibility to you. They represent the interests of their firm.

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

This report does not provide broad approval to refund the Refunded Notes in a bond issue other than the proposed 2013 Refunding Notes. If all of the Refunded Notes are not refunded as a part of the 2013 Refunding Notes, then a new plan will have to be submitted to this Office for review.

*Mary Margaret Collier*

Mary-Margaret Collier  
Director of the Office of State and Local Finance

Date: November 7, 2012

00 094

**Henry County, Tennessee**  
**Rural School Refunding Bonds, Series 2013**  
**General Obligation Refunding Bonds, Series 2013**  
**Estimated Bank Qualified Scale**

**Savings Report**

Date	Principal	Coupon	Interest	Total P+I	Refunded D/S	Est Net Savings
06/30/2013	55,000.00	0.900%	58,490.98	113,490.98	209,129.18	99,108.92
06/30/2014	210,000.00	0.900%	176,452.50	386,452.50	486,363.73	99,911.23
06/30/2015	195,000.00	0.900%	174,562.50	369,562.50	469,745.66	100,183.16
06/30/2016	195,000.00	1.200%	172,807.50	367,807.50	469,743.66	101,936.16
06/30/2017	275,000.00	1.200%	170,467.50	445,467.50	539,745.73	94,278.23
06/30/2018	260,000.00	1.350%	167,167.50	427,167.50	524,825.29	97,657.79
06/30/2019	140,000.00	1.600%	163,657.50	303,657.50	403,206.55	99,549.05
06/30/2020	140,000.00	1.850%	161,417.50	301,417.50	403,206.55	101,789.05
06/30/2021	1,260,000.00	2.100%	158,827.50	1,418,827.50	1,518,206.55	99,379.05
06/30/2022	1,635,000.00	2.300%	132,367.50	1,767,367.50	1,869,144.92	101,777.42
06/30/2023	1,635,000.00	2.450%	94,762.50	1,729,762.50	1,826,364.00	96,601.50
06/30/2024	1,610,000.00	2.550%	54,705.00	1,664,705.00	1,757,902.50	93,197.50
06/30/2025	525,000.00	2.600%	13,650.00	538,650.00	627,600.00	88,950.00
<b>Total</b>	<b>\$8,135,000.00</b>	<b>-</b>	<b>\$1,699,335.98</b>	<b>\$9,834,335.98</b>	<b>\$11,105,184.32</b>	<b>\$1,274,319.06</b>

**PV Analysis Summary (Net to Net)**

Gross PV Debt Service Savings.....	1,119,900.46
Est. Net PV Cashflow Savings @ Bond Yield.....	1,119,900.46
Contingency or Rounding Amount.....	3,470.72
Est. Net Present Value Benefit.....	<b>\$1,123,371.18</b>
Net PV Benefit / \$7,840,732 Refunded Principal.....	<b>14.327%</b>
Net PV Benefit / \$8,135,000 Refunding Principal.....	13.809%
Bond Year Dollars.....	\$73,249.07
Average Coupon.....	2.3199421%
Average Life.....	9.004 Years
All Inclusive Cost (AIC).....	<b>2.5195336%</b>

**Henry County, Tennessee**  
*Rural School Refunding Bonds, Series 2013*  
*General Obligation Refunding Bonds, Series 2013*  
*Estimated Bank Qualified Scale*

**Sources & Uses**

**Dated 01/02/2013 | Delivered 01/02/2013**

<b>Sources Of Funds</b>	
Par Amount of Bonds.....	\$8,135,000.00
<b>Total Sources.....</b>	<b>\$8,135,000.00</b>
<b>Uses Of Funds</b>	
Deposit to Current Refunding Fund.....	7,997,855.78
Est. Costs of Issuance.....	72,661.00
Est. Total Underwriter's Discount.....	61,012.50
Rounding Amount.....	3,470.72
<b>Total Uses.....</b>	<b>\$8,135,000.00</b>



**Henry County, Tennessee**  
*Rural School Refunding Bonds, Series 2013*  
*General Obligation Refunding Bonds, Series 2013*  
*Estimated Bank Qualified Scale*

**Detail Costs Of Issuance**

**Dated 01/02/2013 | Delivered 01/02/2013**

**ESTIMATED COSTS OF ISSUANCE DETAIL**

Financial Advisor.....	\$28,500.00
Bond Counsel.....	\$18,000.00
Registration / Escrow Agent.....	\$1,500.00
Rating Agency Fee.....	\$11,500.00
POS/Official Statement printing and distribution.....	\$8,500.00
Other - CUSIPS, FedEx, etc.....	\$1,661.00
Verification.....	\$3,000.00
<b>TOTAL.....</b>	<b>\$72,661.00</b>

EXHIBIT A

Report on Plan of Refunding

EXHIBIT B

Estimated Amortization of Notes

**Aggregate Debt Service**

Date	Principal	Interest	Total P+I
01/02/2013	-	-	-
05/01/2013	50,000.00	6,011.15	56,011.15
11/01/2013	-	8,867.50	8,867.50
05/01/2014	165,000.00	8,867.50	173,867.50
11/01/2014	-	8,125.00	8,125.00
05/01/2015	150,000.00	8,125.00	158,125.00
11/01/2015	-	7,450.00	7,450.00
05/01/2016	150,000.00	7,450.00	157,450.00
11/01/2016	-	6,550.00	6,550.00
05/01/2017	155,000.00	6,550.00	161,550.00
11/01/2017	-	5,620.00	5,620.00
05/01/2018	155,000.00	5,620.00	160,620.00
11/01/2018	-	4,573.75	4,573.75
05/01/2019	95,000.00	4,573.75	99,573.75
11/01/2019	-	3,813.75	3,813.75
05/01/2020	95,000.00	3,813.75	98,813.75
11/01/2020	-	2,935.00	2,935.00
05/01/2021	100,000.00	2,935.00	102,935.00
11/01/2021	-	1,885.00	1,885.00
05/01/2022	100,000.00	1,885.00	101,885.00
11/01/2022	-	735.00	735.00
05/01/2023	60,000.00	735.00	60,735.00
<b>Total</b>	<b>\$1,275,000.00</b>	<b>\$107,121.15</b>	<b>\$1,382,121.15</b>

EXHIBIT C

Form of Financial Advisory Agreement

FINANCIAL ADVISORY AGREEMENT

BETWEEN

HENRY COUNTY, TENNESSEE

AND

MORGAN KEEGAN & COMPANY, INC.

THIS FINANCIAL ADVISORY AGREEMENT (the "Agreement") by and between the Henry County, Tennessee (hereinafter referred to as the "County") and Morgan Keegan & Company, Inc. or its successor in interest, 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 | Morgan Keegan", as defined herein).

WITNESSETH

WHEREAS, from time-to-time, the County provides various public improvements for general purpose government, its schools and other activities; and

WHEREAS, the County is currently considering the issuance of not to exceed \$6,950,000\* Rural School Refunding Bonds, Series 2013 (the "Bonds") the proceeds of which will be used for the purpose of providing funds to (i) refund the County's outstanding Rural School Bonds, Series 2003, dated January 1, 2003 (the "Series 2003 Bonds"), maturing May 1, 2018 and May 1, 2021 through May 1, 2025, inclusive; and (b) pay the costs of issuance and sale of the Bonds; and

WHEREAS, the County is currently considering the issuance of not to exceed \$1,600,000\* General Obligation Refunding and Improvement Notes, Series 2013 (the "Notes") the proceeds of which will be used to provide funds to (i) refund the County's outstanding its 2008 Capital Projects Capital Outlay Note, dated September 24, 2008 (the "2008 Note"), having a final maturity of September 14, 2013; its 2008 Capital Outlay Note, Series 2008B, dated June 17, 2008 (the "2008B Note"), having a final maturity of June 17, 2018; its 2009 Capital Outlay Note, Series A, (the "2009 Note"), dated November 4, 2009, having a final maturity of November 4, 2021; and its Series 2010 Capital Outlay Note, Series 2010B (the "2010 Note"), dated January 29, 2010, having a final maturity of November 20, 2022 (together with the 2008 Note, the 2008B Note and the 2009 Note, collectively, the "Outstanding Notes"); (b) fund in part the acquisition, construction, equipping of improvements and extensions to the County's archives building and its health department building; and (c) to pay the costs of sale and issuance of the Notes; and

WHEREAS, from time-to-time the County also may need assistance in developing a financial plan that addresses funding strategies for the implementation of its annual capital

improvement program and the funding of certain projects approved by the County Mayor and the Board of Commissioners of the County; and

WHEREAS, the County desires that the most complete and accurate economic and financial information possible be provided its officials and to potential bidders and ultimate buyers of 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 municipal financial advisor be retained in the structuring and marketing of its debt obligations; and

WHEREAS, the on April 2, 2012, Raymond James Financial, Inc. (“RJF”), the parent company of Raymond James & Associates, Inc. (“Raymond James”), acquired all of the stock of Morgan Keegan from Regions Financial Corporation. Morgan Keegan and Raymond James are each registered broker-dealers. Both Morgan Keegan and Raymond James are wholly owned subsidiaries of RJF and, as such, are affiliated broker-dealer companies under the common control of RJF, utilizing “Raymond James | Morgan Keegan” as their trade name. It is anticipated that the businesses of Raymond James and Morgan Keegan will be combined; 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, the County is authorized to engage a sole financial advisor pursuant to its Debt Management Policy and other legal authorities; 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 County Mayor, the Board of Commissioners of the County, the Budget and Accounts Director, the County Clerk, the 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 the project contemplated by the Bonds and Notes.

Section 2. In preparation for 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 as compared to the existing and projected sources of revenues which may be pledged to secure payment of the debt service on the proposed

issues. Such studies will also include a complete analysis of the existing indebtedness of the County to determine the most practical, economical way for it to fund the Bonds and Notes.

Section 3. Based on the information developed by or other information available to the Financial Advisor, the Financial Advisor will submit its recommendations on the Bonds and Notes. 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 bonds, notes or other debt obligations can best be sold under terms most advantageous to the County and at the lowest true interest cost.

Section 4. The Financial Advisor will assist the County in the preparation and submission of a *Plan of Refunding* to the Director of State and Local Finance (the "State Director"), Tennessee Comptroller of the Treasury's 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 5. In preparing any 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 to the Financial Advisor 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 of any financing plans.

Section 6. The Financial Advisor shall ensure that all the necessary resolutions and other required proceedings are appropriately presented for consideration and adoption in preparation for the sale and issuance of the Bonds and Notes.

Section 7. 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 might normally be expected to influence the interest rates or other bidding conditions, so that the date of sale for the Bonds and Notes 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 8. The Financial Advisor will submit a transcript of the entire proceedings to a firm of nationally recognized bond attorneys, selected by the County for their approving legal opinion on the Bonds and Notes 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, Raymond James | Morgan Keegan and Morgan Keegan & Company, Inc. and/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, that Bass Berry & Sims PLC will represent solely the County as its bond counsel.

Section 9. The Financial Advisor shall work with Bond Counsel and the County Attorney to ensure that all the necessary resolutions and other required proceedings are appropriately presented for consideration and adoption in preparation for the sale and issuance of the Bonds.

Section 10. In connection with the sale and issuance of the Bonds and Notes, the Financial Advisor shall assist the County in its preparation of a "near final" Preliminary and Final Official Statement in accordance with industry standards and will make a national distribution of such "near final" Preliminary Official Statements to potential bidders for the Bonds and Notes using among other tools the electronic dissemination facilities of i-DealProspectus. In addition, the Financial Advisor will assist the County in providing a reasonable supply of *Official Statements* to the successful bidders within seven (7) business days from the sale date as required by Rule 15c2-12 of the Securities and Exchange Commission.

Section 11. The Financial Advisor will assure that appropriate forms, notices, advertisements, etc. are prepared and published electronically, by traditional or other appropriate means concerning the sale and issuance of the Bonds and Notes as required by law.

Section 12. The Financial Advisor will prepare and assemble all necessary information concerning the Bonds and Notes and information relating to the County for submission to and consideration by Moody's Investors Service, Inc., a Division of Moody's Inc. ("Moody's") in connection with the Bonds and Notes. The Financial Advisor will arrange for teleconferences or meetings (if necessary) with appropriate personnel analyzing the proposed financing to assure a timely assignment of the credit rating to the Bonds and Notes and the County's other outstanding, rated debt obligations.

Section 13. The Financial Advisor will engage Regions Corporate Trust, a major commercial bank doing business in Tennessee, to serve as the County's Registration,

Paying and Escrow Agent. The Financial Advisor also shall arrange for The Depository Trust Company ("DTC") to be the County's agent for facilitating "book entry" delivery of the Bonds and Notes in its nominee name (currently, Cede & Co., Inc."). It is understood that Registration, Paying and Escrow Agent will be separately compensated for such services based on their usual and customary fee schedules for such services.

Section 14. The Financial Advisor will furnish a representative at the sale to assist and advise officials of the County in receiving bids for the Bonds and Notes using the electronic bidding facilities of IPREO's BiDCOMP®/Parity® system. The Financial Advisor will also analyze bids for each issue to assure their compliance with the requirements of the sale and will tabulate, verify and confirm all bids received for each issue. In addition, the Financial Advisor will assist and advise officials of the County regarding the award or rejection of bids for the Bonds and/or Notes.

Section 15. Since the Series 2003 Bonds will be "advance" refunded and prevailing tax law requires and independent verification as to the sufficiency of funds to defease the Series 2003 Bonds and fund the escrow, the Financial Advisor will engage Grant Thornton LLP, Minneapolis, Minnesota, a major nationally recognized firm proficient in the provision of such services to serve as the County's independent verification agent (the "Verification Agent"). It is understood that the Verification Agent will be separately compensated based on their usual and customary fee schedule for such services.

Section 16. The Financial Advisor will supervise and coordinate all closing proceedings so as to assure the quickest possible delivery of the Bonds and/or Notes to the purchasers, including coordinating the acquisition and delivery of the certificates related to the transactions.

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

Section 18. The Financial Advisor will calculate the "Bond Yield" based on the arbitrage provisions of the Internal Revenue Code of 1986 and will advise the County and Bond Counsel on the maximum allowable yield on the Bonds and Notes.

Section 19. The Financial Advisor will prepare or cause to be prepared State Form CT-0253, "Report on Debt Obligations" for execution and submission by the County Mayor to the County Commission prior to submission 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 within forty-five (45) days after the issuance of the Bonds and Notes sold under this Agreement.

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

Section 21. The County agrees that in consideration for services rendered by the Financial Advisor at its expense, it shall pay or cause to be paid to the Financial Advisor a fee for services rendered and reimbursement of certain expenses as set forth in Section 22 and as shown in Appendix A incurred with respect to the sale and issuance of the Bonds. The aggregate fees and expenses shall not exceed \$72,660. Included within the aggregate estimated fees and expenses is the basic Financial Advisory fee which shall be an amount of not to exceed \$28,500. This Financial Advisory fee shall only be paid to the Financial Advisor if the Bonds and Notes are sold and only upon the successful issuance and delivery of such Bonds and Notes. Furthermore, it is agreed that any Financial Advisory fee earned accrues to the benefit of Raymond James | Morgan Keegan's Public Finance and Debt Investment Banking Division. Raymond James | Morgan Keegan'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, Notes 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 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, the County will be responsible for all normal debt issuance costs and fees which will be disbursed by the Financial Advisor from proceeds of the Bonds and Notes including, but not limited to, Bond Counsel fees and expenses; registration, paying and escrow agent initial acceptance fees and annual charges; CUSIP and similar transactional costs; the fees of Moody's for a credit rating; costs of preparation, electronic dissemination, printing and distribution of the "near final" *Preliminary* and *Final Official Statements* and all legally required publication costs, registration and legal fees. In addition to the aggregate fees and expenses and estimated underwriter's compensation determined by competitive bidding and depicted in Appendix A, the County shall be responsible for all compensation due (if any) to the County Attorney or other independent consultants engaged by it or by Bond Counsel and if the County desires and qualifies, any premiums due for bond

insurance or other credit enhancement instruments or devices purchased directly or indirectly by the County to enhance the sale and issuance of the Bonds and/or Notes.

Section 23. The County recognizes that the Raymond James | Morgan Keegan on occasion assists local jurisdictions in the investment of idle funds. In instances where Raymond James | Morgan Keegan serves in other capacities, separate compensation for such services may be merited. Raymond James | Morgan Keegan is involved in a wide range of activities from which conflicting interests or duties may arise. Information which is held elsewhere within Raymond James | Morgan Keegan, 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 and Notes. The Financial Advisor's engagement is limited to providing financial advisory services with respect to the Bonds and Notes. The Financial Advisor has not been engaged to compare alternatives to the Bonds or Notes. 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 and Notes. The Financial Advisor will not provide any assurances that (i) any investment made in connection with the Bonds and Notes 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 Notes 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 forty-five days after settlement resulting in the delivery of the securities to the successful bidders and cash to the County.

RAYMOND JAMES | Morgan Keegan

Date: \_\_\_\_\_

\_\_\_\_\_  
**Richard T. Dulaney, Managing Director**

APPROVED:

Date: \_\_\_\_\_

\_\_\_\_\_  
**Brent Greer County Mayor**

**APPENDIX A**

**HENRY COUNTY, TENNESSEE  
General Obligation School Refunding Bonds, Series 2013  
General Obligation Refunding and Improvement Notes, Series 2013**

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

<u>Provider</u>	<u>Service Provider</u>	<u>Estimated Total<sup>(1)</sup></u>
Financial Advisor:	Raymond James   Morgan Keegan	\$28,500
Bond Counsel:	Bass Berry & Sims PLC	18,000
Registrar and Escrow Agent:	Regions Corporate Trust	1,500
Rating Agency:	Moody's Investors Service, Inc.	11,500
POS; OS Preparation; Distribution:	I-Dealprospectus; UPS Printing or comparable; Raymond James   Morgan Keegan	8,500
Verification Agent	Grant Thornton LLP	3,000
CUSIP Numbers; Other:	CUSIP Bureau; RJ  MK	<u>1,660</u>
Total:		<u>\$72,660</u>

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

The underwriter's compensation for the Bonds and Notes will be determined at the time of the public sale by competitive public bids. It is estimated that such compensation will be approximately \$7.50/\$1,000\* of par for each of the Bonds and Notes.

A State Form CT-0253 depicting the actual costs of issuance and actual underwriter's compensation will be prepared and executed at the closing and delivery of the Bonds and Notes, presented to the Board of County Commissioners at their next scheduled meeting following the delivery of the Bonds and Notes 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.

<sup>(1)</sup> Estimated not to exceed. Subject to adjustment and revision based on final sizing and invoices, etc.

\* Subject to adjustment and revision based on actual bids received

EXHIBIT D

Engagement Letter of Bond Counsel

\_\_\_\_\_, 2012

Henry County, Tennessee  
Attn: Honorable Brent Greer, County Mayor  
Henry County Courthouse  
Paris, Tennessee

**Re: Issuance of Not to Exceed \$6,950,000 Rural School Refunding Bonds, Series 2013 and \$1,600,000 General Obligation Refunding and Improvement Notes, Series 2013**

Dear Mayor Greer:

The purpose of this engagement letter is to set forth certain matters concerning the services we will perform as bond counsel to Henry County, Tennessee (the "Issuer"), in connection with the issuance of the above-referenced Bonds and Notes (the "Obligations"). We understand that the Bonds are being issued for the purpose of providing funds for: (A) refinancing all or a portion of the Issuer's outstanding Rural School Bonds, Series 2003, dated September 15, 2003; and (B) payment of the costs related to the issuance and sale of the Bonds. We understand that the Notes are being issued to refund certain outstanding capital outlay notes of the County, finance certain capital projects of the County, and to pay costs of issuance of the Notes. We further understand that the Obligations will be offered at a competitive public sale.

**SCOPE OF ENGAGEMENT**

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

1. Subject to the completion of proceedings to our satisfaction, render our legal opinions (the "Opinions") regarding the validity and binding effect of the Obligations, the source of payment and security for the Obligations, and the excludability of interest on the Obligations from gross income for federal income tax purposes.
2. Prepare and review documents necessary or appropriate for the authorization, issuance and delivery of the Obligations, 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 Obligations, except that we will not be responsible for any required blue-sky filings.
4. Review legal issues relating to the structure of the Obligations.
5. Draft those sections of the official statement to be disseminated in connection with the sale of the Obligations, describing the Opinions, the terms of and security for the Obligations, and the treatment of the Obligations and interest thereon under state and federal tax law.
6. Assist the Issuer in presenting information to rating organizations and providers of credit enhancement relating to legal issues affecting the issuance of the Obligations, if requested.
7. Prepare and review the notice of sale pertaining to the competitive sale of the Obligations, if any.
8. Draft the continuing disclosure undertaking of the Issuer.

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

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

#### 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 objective Opinions. 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 Obligations. 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 Obligations.

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 Obligations. 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 Obligations 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 Obligations. As disclosed in the Official Statement, our firm represents Morgan Keegan & Company, Inc. and Regions Bank in matters unrelated to the Obligations.

#### FEES

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing represented by the Obligations; (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 \$18,000. Our fees may vary: (a) if the principal amount of Obligations 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.

If, for any reason, the financing represented by the Obligations is completed without the delivery of our Opinions 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 out-of-pocket expenses as described above unless we have failed to meet our responsibilities under this engagement.

#### 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 Contract 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. To the extent permitted by law, 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.

**HENRY COUNTY, TENNESSEE**

**BASS, BERRY & SIMS PLC:**

By: \_\_\_\_\_  
Brent Greer, County Mayor

By: \_\_\_\_\_  
Karen S. Neal, Member

10579868.3



ROLL CALL

COUNTY COMMISSION, HENRY COUNTY, DONNA CRAIG, COUNTY CLERK  
 PARIS, TENNESSEE

A motion was made by Commissioner Paschall and seconded by Commissioner Travis to approve Resolution 6-11-12, to seek assistance from Tennessee Department of Transportation to construct an industrial access road for the benefit of Allegro Fine Foods, Inc.

ITEM NO. 13

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
BRADLEY, WESLEY					X			
CARTER, DELL					X			
CARTER, GREG					X			
FREEMAN, BOBBY					X			
HUMPHREYS, KENNETH	X							
JONES, DON					X			
KYLE, KREG					X			
MATHENIA, PAUL					X			
MCSWAIN, CONNIE					X			
NEAL, PAUL					X			
PASCHALL, DAN			X		X			
STARKS, MONTE					X			
TRAVIS, JAMES				X	X			
VISSEER, MARTY					X			
WEBB, DAVID					X			
TOTAL	1				14			

MOTION CARRIED

DATE : 11-19-12

**RESOLUTION NO. 6-11-12**

**A RESOLUTION OF THE HENRY COUNTY, TENNESSEE BOARD OF COMMISSIONERS TO SEEK ASSISTANCE FROM TENNESSEE DEPARTMENT OF TRANSPORTATION TO CONSTRUCT AN INDUSTRIAL ACCESS ROAD FOR THE BENEFIT OF ALLEGRO FINE FOODS, INC.**

**WHEREAS, Henry County, Tennessee,** is vitally interested in the economic welfare of its citizens and wishes to provide the necessary leadership to enhance this area's capabilities for growth and development; and

**WHEREAS,** the provision of jobs to area citizens by local industry is both necessary and vital to the economic well-being of Henry County; and

**WHEREAS,** the Industrial Highway Act of 1959 authorizes the Tennessee Department of Transportation to contract with cities and counties for the construction and maintenance of "Industrial Highways" to provide access to industrial areas and to facilitate the development and expansion of industry within the State of Tennessee; and


**WHEREAS,** on December 1, 2012, the State of Tennessee and Henry County Government plans to construct an industrial access road for Allegro Fine Foods in the Henry County Industrial Park on Highway 218; and


**WHEREAS,** the construction of an industrial access road to serve said proposed plan is necessary and vital to the successful completion of this project and the future economic well-being of this area.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of Henry County, Tennessee, assembled in regular session on this 19<sup>th</sup> day of November, 2012, a majority or more of the membership concurring, that a contract be entered into with the Tennessee Department of Transportation for assistance in construction and completion of the herein proposed industrial access highway under the provisions of the Industrial Highway Act of 1959.


**BE IT FURTHER RESOLVED** that a true copy of this Resolution be spread upon the Commission record of this date.

**PASSED** 11-19-12

  
BRENT GREER, CHAIRMAN  
HENRY COUNTY COMMISSION

  
DONNA CRAIG  
COUNTY CLERK

**APPROVED** 11-19-12

  
BRENT GREER  
COUNTY MAYOR

ROLL CALL

COUNTY COMMISSION, HENRY COUNTY, DONNA CRAIG, COUNTY CLERK  
 PARIS, TENNESSEE

A motion was made by Commissioner Mathenia and seconded by Commissioner Dell Carter to approve Resolution 7-11-12 to quit-claim a gravel road that turns off Point Pleasant Road.

ITEM NO. 14

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
BRADLEY, WESLEY								
CARTER, DELL				X				
CARTER, GREG								
FREEMAN, BOBBY								
HUMPHREYS, KENNETH								
JONES, DON								
KYLE, KREG								
MATHENIA, PAUL			X					
MCSWAIN, CONNIE								
NEAL, PAUL								
PASCHALL, DAN								
STARKS, MONTE								
TRAVIS, JAMES								
VISSER, MARTY								
WEBB, DAVID								
TOTAL								

VOICE VOTE CARRIED

DATE : 11-19-12

**RESOLUTION NO.7-11-12**

**A RESOLUTION OF THE HENRY COUNTY, TENNESSEE  
BOARD OF COMMISSIONERS TO QUIT-CLAIM A GRAVEL  
ROAD THAT TURNS OFF POINT PLEASANT ROAD**

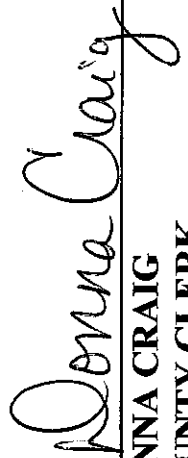
**WHEREAS**, the Henry County Road Board met in regular session on October 9, 2012, and by unanimous vote has recommended that property owners quit claim a gravel road that turns off Point Pleasant Road and runs about 750 feet. The Smith's own all the surrounding property adjacent to this gravel road.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of Henry County, Tennessee, assembled in regular session on this 19<sup>th</sup> day of November, 2012, a majority or more of the membership concurring, does hereby authorize, empower, and direct the County Mayor to proceed with this quit-claim deed.

**BE IT FINALLY RESOLVED** that a true copy of this Resolution be spread upon the Commission record of this date.

**PASSED** 11-19-12

  
\_\_\_\_\_  
**BRENT GREER, CHAIRMAN  
HENRY COUNTY COMMISSION**

  
\_\_\_\_\_  
**DONNA CRAIG  
COUNTY CLERK**

**APPROVED** 11-19-12

  
\_\_\_\_\_  
**BRENT GREER  
HENRY COUNTY MAYOR**

Minutes # 4

Point Pleasant Rd.

L11

← 18'

← 50'

To:  
G Eeg & Snoddy Smith  
655 Point Pleasant Rd  
Buckman, Mo





**RESOLUTION NO. 8-11-12**

**A RESOLUTION OF THE HENRY COUNTY, TENNESSEE  
BOARD OF COMMISSIONERS TO QUIT-CLAIM A PORTION OF  
UNDEVELOPED PROPERTY OFF STEPHANIE LANE**

**WHEREAS**, the Henry County Road Board met in regular session on October 9, 2012, and by unanimous vote has recommended that property owners quit claim a portion of undeveloped property off Stephanie Lane. The property is located between property owners Randy Shaver, Marjorie Perryman and Daniel Perryman.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of Henry County, Tennessee, assembled in regular session on this 19<sup>th</sup> day of November, 2012, a majority or more of the membership concurring, does hereby authorize, empower, and direct the County Mayor to proceed with this quit-claim deed.

**BE IT FINALLY RESOLVED** that a true copy of this Resolution be spread upon the Commission record of this date.

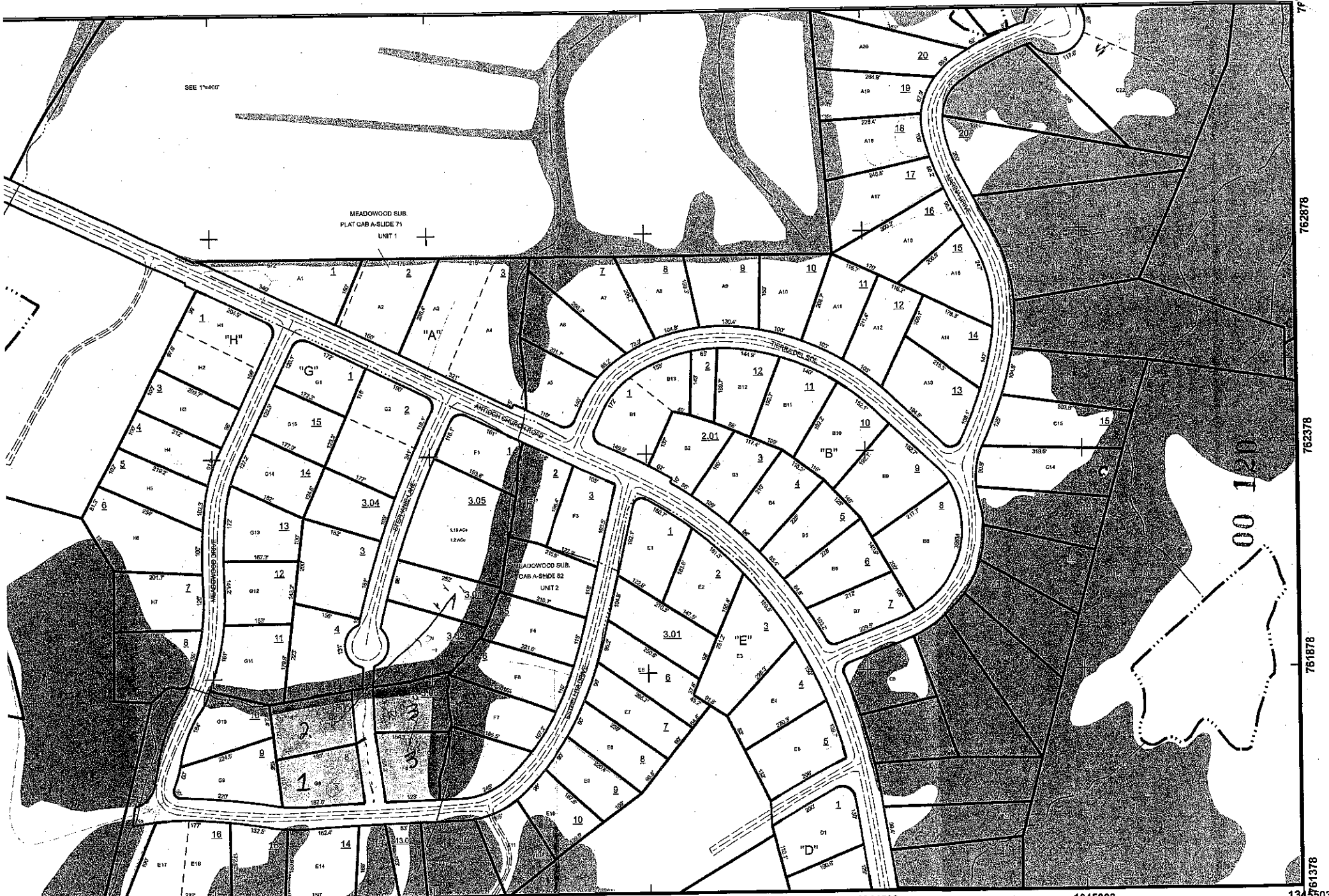
**PASSED** 11-19-12

  
\_\_\_\_\_  
**BRENT GREER, CHAIRMAN  
HENRY COUNTY COMMISSION**

  
\_\_\_\_\_  
**DONNA CRAIG  
COUNTY CLERK**

**APPROVED** 11-19-12

  
\_\_\_\_\_  
**BRENT GREER  
HENRY COUNTY MAYOR**



03 1343003 Parcel Boundary 1343503 Planimetric Map 1344003 1344503 1345003 1345503

0 100 200 Feet  
1 in = 100'

6 PARCEL NUMBER	30 PARCEL & CONTROL MAP No.	ROAD ROW	STREET/ROAD CENTERLINE
120 AC DEED ACREAGE	CEMETERY	RAILROAD ROW	DRIVE
120 AC CALCULATED ACREAGE	CHURCH	STREAM	RIDGES
120 DEED/PLAT DIMENSION	SCHOOL	POUND	
120m SCALED DIMENSION	STATE LINE	POUND	
120 S SURVEYED DIMENSION		POUND	
29 SUBD. LOT/TRACT No.		POUND	

Henry County, TN  
SCALE: 1" = 100'  
PHOTO DATE: February 2004  
COMPILED: June 2006  
LAST REVISION: March, 2012

DISTRICT: 13  
TN STATE PLANE (4100)  
NAD 83 (80) NAVD (88)  
CITY OF:

MAP NO. 047G

047A 047B  
047C  
047I 047J



MINUTES OF THE HENRY COUNTY HIGHWAY COMMISSION

October 9, 2012  
5:30 P.M.

The Henry County Highway Commission met in a Regular Scheduled Meeting on October 9, 2012 at 5:30 p.m. The Meeting was held at the Henry County Highway Department. The Meeting was called to order by Chairman, Bobby Milam. Those present at roll call were as follows: Bobby Milam, Cody Craig, Kyle Norwood, Marty Allison, Keith Hopkins, and Vic Mallard. Cody Craig led in prayer.

1. Motion made by Vic Mallard and second by Keith Hopkins to approve the minutes of September 10, 2012. Motion carried on a roll call vote. All present voting in the affirmative.
2. ROAD PLANS: Supervisor, Ray Norwood gave a list to the commissioners of the roads that had been requested to be paved. He told them some of the roads may qualify for State Aid funds. He also told them he was going to apply for a one time federal grant for paving in place. Commissioner, Bobby Milam told the board to use this list for a tool to implement a new road plan in concrete. He said, "Then we can have a formal established road plan accepted."
3. Motion made by Cody Craig and second by Vic Mallard to approve the September, 2012 Wages & Expenses as follows:

Wages	\$ 113,889.05
Expenses	<u>145,999.43</u>
TOTAL	\$ 253,888.48

Motion carried on a roll call vote. All present voting in the affirmative.
4. Motion made by Marty Allison and second by Keith Hopkins to recommend to the County Commissioners to let Greg and Sandy Smith Quick Claim a gravel road that turns off Point Pleasant Road and runs about 750 feet. They own all the surrounding property adjacent to this gravel road. Motion carried on a roll call vote. All present voting in the affirmative.
5. Motion made by Marty Allison and second by Kyle Norwood to let property owners Randy Shaver, Marjorie Perryman and Daniel Perryman Quick Claim a portion undeveloped property off Stephanie Lane. Pending the confirmation of ownership of the lots. The property is located between them and is maintained by them. The road had never been developed and it looks just like a lawn between them. Supervisor, Ray Norwood will get confirmation. Motion carried on a roll call vote. All present voting in the affirmative.
6. Supervisor's Report - Supervisor, Ray Norwood reported on the previous 30-Day work plan.

CONTINUED:

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00 121

ROLL CALL  
 COUNTY COMMISSION, HENRY COUNTY, DONNA CRAIG, COUNTY CLERK  
 PARIS, TENNESSEE

A motion was made by Commissioner Dell Carter and seconded by Commissioner Paschall to adjourn.

ITEM NO. 16

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
BRADLEY, WESLEY								
CARTER, DELL			X					
CARTER, GREG								
FREEMAN, BOBBY								
HUMPHREYS, KENNETH								
JONES, DON								
KYLE, KREG								
MATHENIA, PAUL								
MCSWAIN, CONNIE								
NEAL, PAUL								
PASCHALL, DAN				X				
STARKS, MONTE								
TRAVIS, JAMES								
VISSER, MARTY								
WEBB, DAVID								
TOTAL								

VOICE VOTE CARRIED

DATE : 11-19-12