

AGENDA
Henry County Commission
Monday, April 20, 2015
7:00 p.m.
Henry County Court House



- 1. Call to order and opening of the Commission.**
- 2. Invocation.**
- 3. Pledge to the Flag of the United States of America.**
- 4. Roll call.**
- 5. Citizen's forum.**
- 6. Commissioners' forum.**

7. BUSINESS:

- a. Approval of the Consent Agenda and action thereon by the Commission.**
- b. Consideration of resolutions making budget transfers and action thereon by the Commission.**
- c. Consideration of a resolution to approve a continuous five (5) year reappraisal cycle and action thereon by the Commission.**
- d. Consideration of a resolution to approve authorization of a litter contract with the State of Tennessee and action thereon by the Commission.**
- e. Consideration of a resolution to approve school refunding bonds and action thereon by the Commission.**
- f. Presentation from Henry County Medical Center regarding \$5,000,000 loan request and action thereon by the Commission.**
- g. Consideration of a resolution to approve the purchase of land and improvements located at 1015 Kelley Drive, Paris, by Henry County Medical Center, and action thereon by the Commission.**
- h. Consideration of a resolution authorizing the incurrence of indebtedness by Henry County, not to exceed \$5,000,000 and action thereon by the Commission.**

- i. Consideration of authorizing the borrowing of funds and the incurrence of indebtedness by Henry County and action thereon by the Commission.**
 - j. Report from the Delinquent Tax Committee and action thereon by the Commission.**
- 8. Announcements and Statements.**
- 9. Adjournment.**



CONSENT AGENDA APRIL 20, 2015

ITEMS TO BE APPROVED:

- 1. Minutes of the meeting of March 16, 2015.**
- 2. Notary Public designations.**
- 3. Quarterly reports.**
- 4. Report of property tax collections to date.**
- 5. Report of total revenue collections to date.**

RESOLUTION #1-4-15

**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 2014-2015**

WHEREAS, the Board of County Commissioners of Henry County, Tennessee at its July Regular Session, 2014, adopted the budget for the Henry County General Fund for fiscal 2014-2015; 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 20th day of April 2015, 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:

COUNTY COMMISSION

INCREASE ACCOUNT 51100-355, entitled "Travel," in the amount of \$5,000.00

DECREASE ACCOUNT 39000, entitled "Unappropriated Fund Balance," in the amount of \$5,000.00

This transfer is to pay for travel for the commissioners through June.

OTHER GENERAL ADMINISTRATION

INCREASE ACCOUNT 51900-410, entitled "Custodial Supplies," in the amount of \$500.00

DECREASE ACCOUNT 51900-351, entitled "Rentals," in the amount of \$500.00

INCREASE REVENUE ACCOUNT 49700, entitled "Insurance Proceeds," in the amount of \$12,332.71

INCREASE ACCOUNT 51900-335, entitled "Maintenance & Repairs - Buildings," in the amount of \$10,664.71

INCREASE ACCOUNT 52310-599, entitled "Other Charges," in the amount of \$1,668.00

This transfer is to pay for custodial supplies through June and put in the budget insurance proceeds for ice/water damage at the annex.

CIRCUIT COURT CLERK

INCREASE ACCOUNT 53100-709, entitled "Data Processing Equipment," in the amount of \$28,000.00

DECREASE ACCOUNT 39000, entitled "Unappropriated Fund Balance," in the amount of \$28,000.00

Please see request from Mike Wilson regarding this transfer.

SHERIFF'S DEPARTMENT

INCREASE ACCOUNT 54110-338, entitled "Maintenance & Repair - Vehicles," in the amount of \$3,500.00

DECREASE ACCOUNT 54210-599, entitled "Other Charges," in the amount of \$3,500.00

Please see request from Monte Belew regarding this transfer.

HEALTH DEPARTMENT

INCREASE REVENUE ACCOUNT 46980, entitled "Other State Grants," in the amount of \$24,832.80

INCREASE ACCOUNT 55110-399, entitled "Other Contracted Services," in the amount of \$24,832.80

This transfer is to put into the budget funds received for the Tobacco Settlement Program for the benefit of the Henry County Health Council.

OFFICE ON AGING

INCREASE ACCOUNT 56100-348, entitled "Postage," in the amount of \$524.00

DECREASE ACCOUNT 56100-399, entitled "Other Contracted Services," in the amount of \$262.00

DECREASE ACCOUNT 56100-499, entitled "Other Supplies & Materials," in the amount of \$262.00

Please see request from Reggie Caldwell regarding this transfer.

AIRPORT

INCREASE ACCOUNT 58220-338, entitled "Maintenance & Repairs - Vehicles," in the amount of \$325.00

INCREASE ACCOUNT 58220-599, entitled "Other Charges," in the amount of \$400.00

DECREASE ACCOUNT 58220-336, entitled "Maintenance & Repairs - Equipment," in the amount of \$725.00

INCREASE ACCOUNT 58220-435, entitled "Office Supplies," in the amount of \$51.00

DECREASE ACCOUNT 58220-355, entitled "Travel," in the amount of \$51.00

This request is due to expenses to the courtesy vehicle, office supplies and gas for mowing.

CONTRIBUTIONS TO OTHER AGENCIES

INCREASE REVENUE ACCOUNT 47990, entitled "Other Direct Federal Revenue," in the amount of \$366,212.00

INCREASE ACCOUNT 58500-358, entitled "Remittance of Revenues Collection," in the amount of \$366,212.00

This request is to put into the budget the HUD Grant on behalf of Carey Counseling Center.

BE IT FURTHER RESOLVED that a true copy of this Resolution be spread upon

the Commission record of this date.

PASSED _____

BRENT GREER, CHAIRMAN
HENRY COUNTY COMMISSION

DONNA CRAIG
COUNTY CLERK

APPROVED _____

BRENT GREER
COUNTY MAYOR

RESOLUTION #2-4-15

A RESOLUTION OF THE HENRY COUNTY, TENNESSEE BOARD OF COMMISSIONERS TO AUTHORIZE CERTAIN CHANGES IN THE BUDGET FOR THE HENRY COUNTY SOLID WASTE FUND FOR FISCAL 2014-2015

WHEREAS, the Board of County Commissioners of Henry County, Tennessee at its July Regular Session, 2014, adopted the budget for the Henry County Solid Waste Fund for fiscal 2014-2015; 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 Solid Waste Fund; and,

WHEREAS, the expenditures authorized in the said budget of the Henry County Solid Waste 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 Solid Waste 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 20th day of April 2015, a majority or more of said membership concurring, that the budget for the Henry County Solid Waste Fund be and hereby is amended as follows, to-wit:

INCREASE REVENUE ACCOUNT 46170, entitled "Other State Grants," in the amount of \$8,274.85

INCREASE RESERVE ACCOUNT 34645, entitled "Committed for Other Operations," in the amount of \$6,337.45

INCREASE ACCOUNT 55759-359, entitled "Disposal Fees," in the amount of \$1,937.40

BE IT FURTHER RESOLVED that a true copy of this Resolution be spread upon

the Commission record of this date.

PASSED _____

BRENT GREER, CHAIRMAN
HENRY COUNTY COMMISSION

DONNA CRAIG
COUNTY CLERK

APPROVED _____

BRENT GREER
COUNTY MAYOR

RESOLUTION #3-4-15

A RESOLUTION OF THE HENRY COUNTY, TENNESSEE BOARD OF COMMISSIONERS TO AUTHORIZE CERTAIN CHANGES IN THE BUDGET FOR THE HENRY COUNTY HIGHWAY FUND FOR FISCAL 2014-2015

WHEREAS, the Board of County Commissioners of Henry County, Tennessee at its July Regular Session, 2014, adopted the budget for the Henry County Highway Fund for fiscal 2014-2015; 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 Highway Fund; and,

WHEREAS, the expenditures authorized in the said budget of the Henry County Highway 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 Highway 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 20th day of April 2015, a majority or more of said membership concurring, that the budget for the Henry County Highway Fund be and hereby is amended as follows, to-wit:

INCREASE REVENUE ACCOUNT 47230, entitled "Federal Disaster Relief," in the amount of \$65,779.92

INCREASE ACCOUNT 680709, entitled "Data Processing Equipment," in the amount of \$31,000.00

INCREASE ACCOUNT 680714, entitled "Highway Equipment," in the amount of \$34,779.92

INCREASE ACCOUNT 650513, entitled "Workman's Compensation Insurance," in the amount of \$17,810.00

DECREASE ACCOUNT 39000, entitled "Unappropriated Fund Balance," in the amount of \$17,810.00

INCREASE ACCOUNT 610524, entitled "In-Service/Staff Development," in the amount of \$300.00

DECREASE ACCOUNT 610355, entitled "Travel," in the amount of \$300.00

BE IT FURTHER RESOLVED that a true copy of this Resolution be spread upon

the Commission record of this date.

PASSED _____

BRENT GREER, CHAIRMAN
HENRY COUNTY COMMISSION

DONNA CRAIG
COUNTY CLERK

APPROVED _____

BRENT GREER
COUNTY MAYOR

RESOLUTION #4-4-15

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 2014-2015

WHEREAS, the Board of County Commissioners of Henry County, Tennessee at its July Regular Session, 2014, adopted the budget for the Henry County General Purpose School Fund for fiscal 2014-2015; 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 20th day of April 2015, 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:

141-16

INCREASE ACCOUNT 71100-117, entitled "Regular Instruction – Career Ladder Program," in the amount of \$6,200.00

INCREASE ACCOUNT 71200-117, entitled "Special Education – Career Ladder Program," in the amount of \$1,800.00

DECREASE ACCOUNT 71300-117, entitled "Vocational – Career Ladder Program," in the amount of \$1,000.00

DECREASE ACCOUNT 72130-117, entitled "Other Student Support - Career Ladder Program," in the amount of \$3,000.00

DECREASE ACCOUNT 72210-117, entitled "Regular Instruction Support – Career Ladder Program," in the amount of \$3,000.00

DECREASE ACCOUNT 72410-117, entitled "Principal– Career Ladder Program," in the amount of \$1,000.00

DECREASE ACCOUNT 72410-127, entitled "Principal – Career Ladder Extended Contracts," in the amount of \$13,500.00

DECREASE ACCOUNT 72210-127, entitled "Regular Instruction Support – Career Ladder Extended Contracts," in the amount of \$9,255.00

DECREASE ACCOUNT 72130-127, entitled "Other Student Support – Career Ladder Extended Contracts," in the amount of \$3,000.00

INCREASE ACCOUNT 71100-127, entitled "Regular Instruction – Career Ladder Extended Contracts," in the amount of \$25,755.00

141-18

DECREASE ACCOUNT 71100-207, entitled "Medical," in the amount of \$35,800.00

INCREASE ACCOUNT 71200-207, entitled "Medical," in the amount of \$10,250.00

INCREASE ACCOUNT 71300-207, entitled "Medical," in the amount of \$4,500.00

INCREASE ACCOUNT 72120-207, entitled "Medical," in the amount of \$21,000.00

INCREASE ACCOUNT 72310-207, entitled "Medical," in the amount of \$50.00

INCREASE ACCOUNT 71100-116, entitled "Teachers," in the amount of \$120,000.00

DECREASE ACCOUNT 71100-163, entitled "Educational Assistants," in the amount of \$29,355.00

INCREASE ACCOUNT 71100-189, entitled "Other Salaries," in the amount of \$4,500.00

DECREASE ACCOUNT 71100-201, entitled "Social Security," in the amount of \$277.00

DECREASE ACCOUNT 71100-204, entitled "State Retirement," in the amount of \$2,000.00

DECREASE ACCOUNT 71150-116, entitled "Teachers," in the amount of \$3,458.00

DECREASE ACCOUNT 71150-201, entitled "Social Security," in the amount of \$500.00

INCREASE ACCOUNT 71200-163, entitled "Educational Assistants," in the amount of \$17,975.00

INCREASE ACCOUNT 71200-195, entitled "Certified Substitute Teachers," in the amount of \$1,000.00

INCREASE ACCOUNT 71200-198, entitled "Non-Certified Substitute Teachers," in the amount of \$2,500.00

DECREASE ACCOUNT 71200-201, entitled "Social Security," in the amount of \$1,500.00

DECREASE ACCOUNT 71200-204, entitled "State Retirement," in the amount of \$1,000.00

DECREASE ACCOUNT 71200-212, entitled "Medicare," in the amount of \$200.00

DECREASE ACCOUNT 71300-116, entitled "Teachers," in the amount of \$120,000.00

INCREASE ACCOUNT 71300-195, entitled "Certified Substitute Teachers," in the amount of \$100.00

INCREASE ACCOUNT 71300-198, entitled "Non-Certified Substitute Teachers," in the amount of \$1,200.00

DECREASE ACCOUNT 71300-201, entitled "Social Security," in the amount of \$9,300.00

DECREASE ACCOUNT 71300-204, entitled "State Retirement," in the amount of \$13,000.00

DECREASE ACCOUNT 71300-212, entitled "Medicare," in the amount of \$2,500.00

INCREASE ACCOUNT 72120-131, entitled "Medical Personnel," in the amount of \$6,275.00

INCREASE ACCOUNT 72130-123, entitled "Guidance Personnel," in the amount of \$15,356.00

DECREASE ACCOUNT 72130-161, entitled "Secretary," in the amount of \$2,953.00

DECREASE ACCOUNT 72130-201, entitled "Social Security," in the amount of \$1,500.00

INCREASE ACCOUNT 72130-204, entitled "State Retirement," in the amount of \$1,000.00

DECREASE ACCOUNT 72130-212, entitled "Medicare," in the amount of \$370.00

INCREASE ACCOUNT 72210-105, entitled "Supervisor/Director," in the amount of \$4,654.00

INCREASE ACCOUNT 72210-129, entitled "Librarian," in the amount of \$782.00

DECREASE ACCOUNT 72210-189, entitled "Other Salaries," in the amount of \$1,464.00

DECREASE ACCOUNT 72210-201, entitled "Social Security," in the amount of \$3,540.00

DECREASE ACCOUNT 72210-204, entitled "State Retirement," in the amount of \$215.00

DECREASE ACCOUNT 72210-212, entitled "Medicare," in the amount of \$800.00

DECREASE ACCOUNT 72215-105, entitled "Supervisor/Director," in the amount of \$9,862.00

DECREASE ACCOUNT 72215-201, entitled "Social Security," in the amount of \$671.00

DECREASE ACCOUNT 72215-204, entitled "State Retirement," in the amount of \$801.00

DECREASE ACCOUNT 72215-212, entitled "Medicare," in the amount of \$157.00

DECREASE ACCOUNT 72220-201, entitled "Social Security," in the amount of \$280.00

INCREASE ACCOUNT 72220-204, entitled "State Retirement," in the amount of \$46.00

DECREASE ACCOUNT 72220-212, entitled "Medicare," in the amount of \$65.00

DECREASE ACCOUNT 72320-201, entitled "Social Security," in the amount of \$1,500.00

DECREASE ACCOUNT 72320-204, entitled "State Retirement," in the amount of \$600.00

INCREASE ACCOUNT 72410-161, entitled "Secretary," in the amount of \$29,335.00

INCREASE ACCOUNT 72710-189, entitled "Other Salaries," in the amount of \$10,000.00

DECREASE ACCOUNT 72710-201, entitled "Social Security," in the amount of \$3,000.00

DECREASE ACCOUNT 72710-204, entitled "State Retirement," in the amount of \$7,000.00

INCREASE ACCOUNT 73300-189, entitled "Other Salaries," in the amount of \$3,055.00

INCREASE ACCOUNT 73300-201, entitled "Social Security," in the amount of \$72.00

INCREASE ACCOUNT 73300-212, entitled "Medicare," in the amount of \$18.00

BE IT FURTHER RESOLVED that a true copy of this Resolution be spread upon

the Commission record of this date.

PASSED _____

BRENT GREER, CHAIRMAN
HENRY COUNTY COMMISSION

DONNA CRAIG

APPROVED _____

COUNTY CLERK

BRENT GREER
COUNTY MAYOR

RESOLUTION NO. 5-04-15

**A RESOLUTION OF THE HENRY COUNTY, TENNESSEE
BOARD OF COMMISSIONERS TO APPROVE A
CONTINUOUS FIVE (5) YEAR REAPPRAISAL CYCLE**

WHEREAS, Tennessee Code Annotated § 67-5-1601 requires periodic reappraisal of each jurisdiction in Tennessee imposing a property tax, based on an initial schedule developed by the State Board of Equalization; and

WHEREAS, Henry County has been scheduled for reappraisal by the State Board of Equalization and directed pursuant to Tennessee Code Annotated § 67-5-1601 to submit a plan of reappraisal; and

WHEREAS, the law requires the governing body of reappraisal jurisdictions to review the reappraisal plan and communicate to the State Board of Equalization whether said governing body approves or disapproves of such plan; and

WHEREAS, the County Commission of Henry County has reviewed the County's proposed reappraisal plan and desires to communicate the results of its review to the State Board of Equalization as required by law.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Henry County, Tennessee, assembled in regular session on this 20th day of April, a majority or more of the membership concurring, that said Board of Commissioners hereby approves said plan of reappraisal and directs that this Resolution be forwarded to the State Board of Equalization with such explanatory comments as are approved by the Commission in adopting this Resolution.

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

PASSED_____

**BRENT GREER, CHAIRMAN
HENRY COUNTY COMMISSION**

**DONNA CRAIG
COUNTY CLERK**

APPROVED_____

**BRENT GREER
HENRY COUNTY MAYOR**

RESOLUTION NO. 6-04-15

A RESOLUTION OF THE HENRY COUNTY BOARD OF COMMISSIONERS AUTHORIZING SUBMISSION OF AN APPLICATION FOR A LITTER AND TRASH COLLECTING GRANT FOR FY 2015-2016 FROM THE TENNESSEE DEPARTMENT OF TRANSPORTATION AND AUTHORIZING THE ACCEPTANCE OF SAID GRANT

WHEREAS, the Henry County Commission intends to apply for the aforementioned Grant from the Tennessee Department of Transportation; and **WHEREAS**, the contract for the Grant for FY 2015-2016 will impose certain legal obligations upon Henry County.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Henry County, Tennessee, assembled in regular session on this 20th of April, 2015, a majority or more of the membership concurring,

1. That the County Mayor is hereby authorized to apply on behalf of Henry County for a Litter and Trash Collecting Grant for FY 2015-2016 from the Tennessee Department of Transportation.
2. That should said application be approved by the Tennessee Department of Transportation, then the County Mayor of Henry County is authorized to execute contracts or other necessary documents, which may be required to signify acceptance of the Litter and Trash Collecting Grant by Henry County.

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

PASSED_____

**BRENT GREER, CHAIRMAN
HENRY COUNTY COMMISSION**

**DONNA CRAIG
COUNTY CLERK**

APPROVED_____

**BRENT GREER
HENRY COUNTY MAYOR**

The Board of Commissioners of Henry County, Tennessee, met in a regular session on April 14, 2015, at _:_ p.m., at the Henry County Courthouse, Paris, Tennessee, with the Honorable Brent Greer, County Mayor, presiding

The following members of the Governing Body were present:

The following members of the Governing Body were absent:

Also present Donna Craig, County Clerk and Patricia Hollingsworth, Budget Director.

After the meeting was duly called to order, the following resolution was introduced by _____, seconded by _____ and after due deliberation, was adopted by the following vote:

AYE:

NAY:

RESOLUTION NO. 7-04-15

A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION HIGH SCHOOL REFUNDING BONDS, IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED TWO MILLION THREE HUNDRED THOUSAND DOLLARS (\$2,300,000) OF HENRY COUNTY, TENNESSEE FOR THE PURPOSE OF REFUNDING A PORTION OF ITS OUTSTANDING HIGH SCHOOL REFUNDING BONDS, SERIES 2005; TO MAKE PROVISION FOR THE ISSUANCE, SALE AND PAYMENT OF SAID BONDS; TO ESTABLISH THE TERMS THEREOF AND THE DISPOSITION OF PROCEEDS THEREFROM; AND PROVIDE FOR THE LEVY OF TAXES FOR THE PAYMENT OF PRINCIPAL OF AND INTEREST ON THE BONDS.

WHEREAS, pursuant to authority granted by Sections 9-21-101, et seq., and 49-3-1001, et seq., Tennessee Code Annotated, as amended, Henry County, Tennessee (the “County”) has issued its High School Refunding Bonds, Series 2005, dated May 27, 2005, maturing May 1, 2016 through May 1, 2018, inclusive (the “Outstanding Bonds”); and

WHEREAS, under the provisions of Section 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 the State Director has acknowledged receipt thereof and reported thereon to the County, which report is attached hereto as Exhibit A; and

WHEREAS, the Board of Commissioners of the County hereby determines that it is necessary and advisable to refund all or a portion of the Outstanding Bonds by the issuance of general obligation refunding bonds; and

WHEREAS, it is the intention of the Board of Commissioners of the County to adopt this Resolution for the purpose of authorizing not to exceed \$2,300,000 in aggregate principal amount of its general obligation refunding bonds, providing for the issuance, sale and payment of said bonds, establishing the terms thereof and the disposition of proceeds therefrom.

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

SECTION 1. **Authority. The bonds authorized by this resolution are issued pursuant to Sections 9-21-101, et seq., Tennessee Code Annotated, as amended, and other applicable provisions of law.**

SECTION 2. **Definitions. The following terms shall have the following meanings in this resolution unless the text expressly or by necessary implication requires otherwise:**

(a) "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 and, to the extent permitted by applicable law, pledged to the payment of principal, premium, if any, and interest on the Bonds, pursuant to the School Board Resolution;

(b) "Bonds" means an not to exceed aggregate amount of \$2,300,000 General Obligation Refunding Bonds of the County authorized hereunder, to be dated their date of issuance, or having such series designation and such other dated date or such other designation as shall be determined by the County Mayor pursuant to Section 8 hereof;

(c) "Code" means the Internal Revenue Code of 1986, as amended, and all regulations promulgated thereunder;

(d) "County Sales Tax Revenues" means 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. 2683 adopted by the Governing Body on June 20, 1983 and referendum of the voters held on August 4, 1983;

(e) "Debt Management Policy" means the Debt Policy approved by the Governing Body;

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

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

(h) "County" means Henry County, Tennessee;

(i) "Outstanding Bonds" means the County's outstanding High School Refunding Bonds, Series 2005, dated May 27, 2005, maturing May 1, 2016 through May 1, 2018, inclusive;

(j) "Prior Lien Obligations" means, to the extent outstanding at the time of issuance of the Bonds, any obligations with a lien on the Basic Education Program Funds, the County Sales Tax Revenues, and the School Board Sales Tax Revenues;

(k) "Refunded Bonds" mean the maturities and portions of maturities of the Outstanding Bonds designated for refunding pursuant to Section 8 hereof;

(l) "Registration Agent" means the County Trustee of the County; and

(m) "School Board Resolution" means that certain resolution adopted by the Henry County Board of Education authorizing the pledge of a portion of 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 Prior Lien Bonds and the Bonds or principal and interest on any other bonds or debt obligations issued by the County to refund or retire the Prior Lien Bonds or the Bonds; and

(n) "School Board Sales Tax Revenues" means an amount which, together with the County Sales Tax Revenues, does not exceed \$600,000 per fiscal year of certain 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.

SECTION 3. Findings of the Governing Body; Compliance with Debt Management Policy. (a) It is hereby found and determined by the Governing Body with respect to the issuance and sale of the Bonds and in accordance with the County's Debt Management Policy that the issuance of the Bonds to refund the Outstanding Bonds is advisable because it will result in the reduction in debt service payable by the County over the term of the Outstanding Bonds. The term of the refunding bonds is within the original term of the Outstanding Bonds. The Bonds authorized herein to refund the Outstanding Bonds will be structured so as not to materially extend beyond the original term of the Outstanding Bonds.

(b) 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 and costs of issuance are reflected in Exhibit B. The foregoing estimates are subject to change pursuant to Section 8 hereof.

SECTION 4. **Authorization and Terms of the Bonds.**

(a) For the purpose of providing funds to (i) refund the Refunded Bonds and (ii) pay costs incident to the issuance and sale of the Bonds, there is hereby authorized to be issued general obligation refunding bonds of the County in the aggregate principal amount of not to exceed \$2,300,000. The Bonds shall be issued as fully registered, certificated Bonds, shall be known as "General Obligation High School Refunding Bonds", shall be dated the date of issuance, and shall have such designation, such series designation, or such other dated date as shall be determined pursuant to Section 8 hereof. Subject to the adjustments permitted under Section 8, the Bonds shall bear interest at a rate or rates not to exceed the maximum rate permitted by applicable Tennessee law. The Bonds shall be issued initially in \$25,000 denominations or integral multiples of \$5,000 thereof, as shall be requested by the Purchaser thereof. Subject to the adjustments permitted pursuant to Section 8 hereof, the Bonds shall mature shall mature on May 1 of each year, subject to prior optional redemption as hereinafter provided, either serially or through mandatory redemption, in the years 2016 through 2018, inclusive. Attached hereto as Exhibit B is a preliminary debt service estimate of the amortization of the Bonds; provided, however, such amortization may be adjusted in accordance with Section 8 hereof.

(b) Subject to the adjustments permitted by Section 8 hereof, the Bonds shall not be subject to redemption prior to maturity at the option of the County. If adjustments are made as permitted pursuant to Section 8 hereof and if less than all of the Bonds shall be called for redemption, the interests within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

(c) Pursuant to Section 8 hereof, the County Mayor is authorized to sell the Bonds, or any maturities thereof, as term bonds ("Term Bonds") with mandatory redemption requirements corresponding to the maturities established as set forth herein or as determined by the County Mayor. In the event any or all the Bonds are sold as Term Bonds, the County shall redeem Term Bonds on redemption dates corresponding to the maturity dates established as set forth herein, in aggregate principal amounts equal to the maturity amounts established pursuant to Section 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 affect the redemption with the Registration Agent no later than the redemption date ("Conditional 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.

(e) The Governing Body hereby appoints the County Trustee of the County as the Registration Agent for the Bonds and hereby authorizes and directs the Registration Agent so appointed to maintain Bond registration records with respect to the Bonds, to authenticate and deliver the Bonds as provided herein, either at original issuance or upon transfer, to effect transfers of the Bonds, to give all notices of redemption as required herein, to make all payments of principal and interest with respect to the Bonds as provided herein, to cancel and destroy Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer, to furnish the County at least annually a certificate of destruction with respect to Bonds canceled and destroyed, and to furnish the County at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds.

(f) The Bonds shall be payable, both principal and interest, in lawful money of the United States of America at the main office of the Registration Agent. The Registration Agent shall make all interest payments with respect to the Bonds by check or draft on each interest payment date directly to the registered owners as shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by depositing said payment in the United States mail, postage prepaid, addressed to such owners at their addresses shown on said Bond registration records, without, except for final payment, the presentation or surrender of such registered Bonds, and all such payments shall discharge the obligations of the County in respect of such Bonds to the extent of the payments so made. Payment of principal of the Bonds shall be made upon presentation and surrender of such Bonds to the Registration Agent as the same shall become due and payable. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each.

(g) Any interest on any Bond that is payable but is not punctually paid or duly provided for on any interest payment date (hereinafter "Defaulted Interest") shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such Defaulted Interest shall be paid by the County to the persons in whose names the Bonds are registered at the close of business on a date (the "Special Record Date") for the payment of such Defaulted Interest, which shall be fixed in the following manner: the County shall notify the Registration Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment, and at the same time the County shall deposit with the Registration Agent an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Registration Agent for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the persons entitled to such Defaulted Interest as in this Section provided. Thereupon, not less than ten (10) days after the receipt by the Registration Agent of the notice of the proposed payment, the Registration Agent shall fix a Special Record Date for the payment of such Defaulted Interest which Date shall be not more than fifteen (15) nor less than ten (10) days prior to the date of the proposed payment to the registered

owners. The Registration Agent shall promptly notify the County of such Special Record Date and, in the name and at the expense of the County, not less than ten (10) days prior to such Special Record Date, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first class postage prepaid, to each registered owner at the address thereof as it appears in the Bond registration records maintained by the Registration Agent as of the date of such notice. Nothing contained in this Section or in the Bonds shall impair any statutory or other rights in law or in equity of any registered owner arising as a result of the failure of the County to punctually pay or duly provide for the payment of principal of and interest on the Bonds when due.

(h) The Bonds are transferable only by presentation to the Registration Agent by the registered owner, or his legal representative duly authorized in writing, of the registered Bond(s) to be transferred with the form of assignment on the reverse side thereof completed in full and signed with the name of the registered owner as it appears upon the face of the Bond(s) accompanied by appropriate documentation necessary to prove the legal capacity of any legal representative of the registered owner; provided, however, the County Mayor may provide that the Bonds are not transferable without the written consent of the County. Upon receipt of the Bond(s) in such form and with such documentation, if any, the Registration Agent shall issue a new Bond or the Bond to the assignee(s) in \$25,000 denominations, or integral multiples of \$5,000 thereof, as requested by the registered owner requesting transfer. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the publication of notice calling such Bond for redemption has been made, nor to transfer or exchange any Bond during the period following the receipt of instructions from the County to call such Bond for redemption; provided, the Registration Agent, at its option, may make transfers after any of said dates. No charge shall be made to any registered owner for the privilege of transferring any Bond, provided that any transfer tax relating to such transaction shall be paid by the registered owner requesting transfer. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the County nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bonds shall be overdue. The Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in any authorized denomination or denominations.

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

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

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

SECTION 5. Security and Source of Payment. The Bonds shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the County. For the prompt payment of principal of, premium, if any, and interest on the Bonds, the full faith and credit of the County are hereby irrevocably pledged. The Bonds shall be additionally payable from Basic Education Program Funds (to the extent permitted by applicable law), School Board Sales Tax Revenues, and County Sales Tax Revenues. The School Board Sales Tax Revenues, the County Sales Tax Revenues and, to the extent permitted by applicable law, the Basic Education Program Funds, are hereby pledged to the payment of principal of, premium, if any, and interest on the Bonds, subject to the prior pledge of such School Board Sales Tax Revenues, County Sales Tax Revenues and Basic Education Program Funds (to the extent permitted by law), in favor of the Prior Lien 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:

(Form of Face of Bond)

REGISTERED

REGISTERED

Number _____

\$ _____

UNITED STATES OF AMERICA
STATE OF TENNESSEE
HENRY COUNTY, TENNESSEE
GENERAL OBLIGATION HIGH SCHOOL REFUNDING BOND,
SERIES 2015

Interest Rate:

Maturity Date:

Date of Bond:

Registered Owner:

Principal Amount:

KNOW ALL MEN BY THESE PRESENTS: That Henry County, Tennessee, (the "County") for value received hereby promises to pay to the registered owner hereof, hereinabove named, or registered assigns, in the manner hereinafter provided, the principal amount hereinabove set forth on the maturity date hereinabove set forth [(or upon earlier redemption as set forth herein)], and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on said principal amount at the annual rate of interest hereinabove set forth from the date hereof until said maturity date [or redemption date,] said interest being payable on [May 1, 2016], and [annually] thereafter on the first day of May in each year until this Bond matures [or is redeemed]. Both principal hereof and interest hereon are payable in lawful money of the United States of America by check or draft at the principal office of the County Trustee of the County, as registration agent and paying agent (the "Registration Agent"). The Registration Agent shall make all interest payments with respect to this Bond on each interest payment date directly to the registered owner hereof shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by check or draft mailed to such owner at such owner's address shown on said Bond registration records, without, except for final payment, the presentation or surrender of this Bond, and all such payments shall discharge the obligations of the County to the extent of the payments so made. Any such interest not so punctually paid or duly provided for on any interest payment date shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such defaulted interest shall be payable to the person in whose name this Bond is registered at the close of business on the date (the "Special Record Date") for payment of such defaulted interest to be fixed by the Registration Agent, notice of which shall be given to the owners of the

Bonds of the issue of which this Bond is one not less than ten (10) days prior to such Special Record Date. Payment of principal of [and premium, if any,] on this Bond shall be made when due upon presentation and surrender of this Bond to the Registration Agent.

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

[The Bonds shall be subject to redemption prior to maturity at the option of the County on _____ and on any date thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date. If less than all of the Bonds within a single maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine]

[Subject to the credit hereinafter provided, the County shall redeem Bonds maturing _____ and _____ on the redemption dates set forth below opposite the respective maturity dates, in aggregate principal amounts equal to the respective dollar amounts set forth opposite the respective redemption dates at a price of par plus accrued interest thereon to the date of redemption. The Bonds to be so redeemed within such maturity shall be selected by lot or in such other random manner as the Registration Agent in its discretion may determine. The dates of redemption and principal amount of the Bonds to be redeemed on said dates are as follows:

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

*maturity

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such redemption date, the County may (i) deliver to the

Registration Agent for cancellation Bonds maturing _____ and _____, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation for any Bonds maturing _____ and _____, which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory redemption provision) and canceled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory redemption provision. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the County on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Bonds to be redeemed by operation of this mandatory redemption shall be accordingly reduced.]

[Notice of call for redemption[, whether optional or mandatory,] shall be given by the Registration Agent on behalf of the County not less than 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”). The Registration Agent shall mail said notices as and when directed by the County pursuant to written instructions from an authorized representative of the County (other than for a mandatory sinking fund redemption, notices of which shall be given on the dates provided herein) given at least forty-five (45) days prior to the redemption date (unless a shorter notice period shall be satisfactory to the Registration Agent). From and after the redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth herein.]

[This Bond is transferable by the registered owner hereof in person or by such owner’s attorney duly authorized in writing at the principal corporate trust office of the Registration Agent set forth on the front side hereof, but only in the manner, subject to limitations and upon payment of the charges provided in the Resolution, as hereafter defined, and upon

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

This Bond is one of a total authorized issue aggregating \$_____ and issued by the County for the purpose of providing funds to (i) refund the County's outstanding High School Refunding Bonds, Series 2005, dated May 27, 2005, maturing May 1, 2016 through May 1, 2018, inclusive; and (ii) pay costs incident to the issuance and sale of the Bonds of which this Bond is one, under and in full compliance with the constitution and statutes of the State of Tennessee, including Sections 9-21-101, et seq., Tennessee Code Annotated, and pursuant to a resolution duly adopted by the Board of Commissioners of the County on April 20, 2015 (the "Resolution").

This Bond is payable from unlimited ad valorem taxes to be levied on all taxable property within the County. For the prompt payment of principal of, [premium, if any,] and interest on this Bond, the full faith and credit of the County are irrevocably pledged. The Bonds shall be additionally payable from Basic Education Program Funds (to the extent permitted by applicable law), School Board Sales Tax Revenues, and County Sales Tax Revenues. The School Board Sales Tax Revenues, the County Sales Tax Revenues and, to the extent permitted by applicable law, the Basic Education Program Funds, are pledged to the payment of principal of, premium, if any, and interest on the Bonds, subject to the prior pledge of such School Board Sales Tax Revenues, County Sales Tax Revenues and Basic Education Program Funds (to the extent permitted by law), in favor of the County's outstanding, to the extent outstanding, Prior Lien Bonds, as

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 said Resolution.

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

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, all as of the date hereinabove set forth.

HENRY COUNTY, TENNESSEE

By: _____

County Mayor

ATTESTED:

County Clerk

Transferable and payable at the principal corporate trust office of: County Trustee of Henry County, Tennessee

Date of Registration: _____

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

COUNTY TRUSTEE OF HENRY COUNTY, TENNESSEE
Registration Agent

By: _____
Authorized Officer

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns, and transfers unto _____, whose address is _____ (Please insert Federal Identification or Social Security Number of Assignee _____), the within Bond of 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: _____

_____ assignment must
registered owner
Bond in
enlargement

NOTICE: The signature to this
correspond with the name of the
as it appears on the face of the within
every particular, without alteration or
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 School Board Sales Tax Revenues, County Sales Tax Revenues and Basic Education Program Funds. The County, through its Governing Body, shall annually levy and collect a tax upon all taxable property within the corporate limits of the County, in addition to all other taxes authorized by law, sufficient to pay principal of, premium, if any, and interest on the Bonds when due, and for that purpose there is hereby levied a direct annual tax in such amount as may be found necessary each year to pay principal of, premium, if any, and interest coming due on the Bonds in said year. Principal, premium, if any, and interest falling due at any time when there are insufficient funds from this tax levy on hand shall be paid from the current funds of the County and reimbursement therefor shall be made out of the taxes hereby provided to be levied when the same shall have been collected. The tax herein provided may be reduced to the extent of School Board Sales Tax Revenues, County Sales Tax Revenues, and, to the extent permitted by applicable law, the Basic Education Program Funds, pledged to the payment of the Bonds of any other funds, taxes and revenues from the County appropriated to the debt service on the Bonds.

SECTION 8. Sale of Bonds.

(a) The Bonds may be sold at informal bid or negotiated sale by the County Mayor, in consultation with the Financial Advisor, at a price of not less than ninety-nine percent (99%) of par, plus accrued interest, as a whole or in

part, from time to time, as shall be determined by the County Mayor in consultation with the Financial Advisor. No Bonds shall be sold at an interest rate exceeding the maximum rate permitted by law.

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

- (1) to change the dated date of the Bonds;
- (2) to establish a series designation and/or other designation of the Bonds, or any series thereof;
- (3) to change the first interest payment due on the Bonds to a date other than May 1, 2016, but in no event later than 13 months after the issuance of such Bonds and to change the intervals at which interest is paid;
- (4) decrease the total amount authorized to be issued herein in an amount necessary to maximize the objectives of refunding the Refunded Bonds and provide funds sufficient to pay principal and interest on the Refunded Bonds and the costs of issuance of the Bonds;
- (5) adjust the principal and interest payment dates and maturity amount of the Bonds, provided that (A) the total principal amount of the Bonds does not exceed the total amount of Bonds authorized herein, as shall be adjusted pursuant to paragraph (4) above, and (B) the final maturity date of each series shall not exceed May 1, 2018;
- (6) to adjust or remove the optional redemption of the Bonds, provided that the premium amount to be paid on the Bonds or any series thereof does not exceed two percent (2%) of the principal amount thereof or to remove the County's optional redemption provisions with respect to any series of Bonds;
- (7) to sell the Bonds, or any maturities thereof, as serial Bonds or Term Bonds with mandatory redemption requirements as determined by the County Mayor, as he shall deem most advantageous to the County; and
- (8) to provide for the transferability or restrictions on transferability of the Bonds.

(c) If the Bonds are sold at informal bid, the County Mayor is authorized to award the Bonds to the bidder whose bid results in the lowest true interest cost to the County, provided the rate or rates on the Bonds do not exceed the maximum rate permitted by applicable Tennessee law. The award of the Bonds by the County Mayor to the lowest bidder shall be binding on the County, and no further action of the Governing Body with respect thereto shall be required. If sold at negotiated sale, the County Mayor is authorized to sell the Bonds to the Purchaser and execute such agreements in connection therewith that are consistent with the terms of this Resolution.

(d) The County Mayor and the County Clerk, or either of them, are authorized to cause the Bonds to be authenticated and delivered by the

Registration Agent to the original purchaser and to execute, publish, and deliver all certificates and documents, including an award certificate or purchase agreement, and closing certificates, as they shall deem necessary in connection with the sale and delivery of the Bonds. The form of the Bond set forth in Section 6 hereof shall be conformed to reflect any changes made pursuant to this Section 10 hereof.

(e) The County Mayor and the County Clerk, or either of them, are authorized to enter into an engagement with Bass, Berry & Sims PLC to serve as bond counsel in connection with issuance of the Bonds in substantially the form attached hereto as Exhibit C and with the Financial Advisor in a form approved by the County Mayor and consistent with this Resolution.

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

(a) all accrued interest, if any, shall be deposited to the appropriate fund of the County to be used to pay interest on the Bonds on the first interest payment date following delivery of the Bonds;

(b) an amount which, together with legally available funds of the County, if any, will be sufficient to pay principal of and premium and interest on the Refunded Bonds, shall be (i) paid to the paying agent for the Refunded Bonds on the date of issuance of the Bonds or as soon as practicable thereafter; or (ii) transferred to an escrow agent under the refunding escrow agreement, in a form satisfactory to the County Mayor and the escrow agent, to be deposited to the escrow fund established thereunder, to be held and applied as provided therein;

(c) pay costs of issuance of the Bonds; and

(d) remaining funds, if any, shall be paid to the County Clerk and shall be used to pay interest on the Bonds on the first interest payment date following delivery of the Bonds.

SECTION 10. Arbitrage. The County recognizes that the purchasers and owners of the Bonds will have accepted them on, and paid therefor a price that reflects, the understanding that interest thereon is excludable from gross income for purposes of federal income taxation under laws in force on the date of delivery of the Bonds. In this connection, the County agrees that it shall take no action which may cause the interest on any of said Bonds to be included in gross income for federal income taxation. It is the reasonable expectation of the Governing Body of the County 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 of the Code, 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 148(f) and will take such other actions as shall be necessary or permitted to prevent the interest on the Bonds from being included in gross income for federal income tax purposes. The County Mayor and the County Clerk, or either of them, are authorized and directed to make such certifications in this regard in connection with the sale of the Bonds as any of them 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 Budget Director are directed to administer the County's Federal Tax Compliance Policies and Procedures with respect to the Bonds.

SECTION 11. Notice 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 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 or to cause such notice and publication to be given.

SECTION 12. Discharge and Satisfaction of Bonds. If the County shall pay and discharge the indebtedness evidenced by any of the Bonds in any one or more of the following ways:

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

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

(c) By delivering such Bonds to the Registration Agent, for cancellation by it;

and if the County shall also pay or cause to be paid all other sums payable hereunder by the County with respect to such Bonds, or make adequate provision therefor, and by resolution of the Governing Body instruct any such Agent to pay amounts when and as required to the Registration Agent

for the payment of principal of and interest on such Bonds when due, then and in that case the indebtedness evidenced by such Bonds shall be discharged and satisfied and all covenants, agreements and obligations of the County to the holders of such Bonds shall be fully discharged and satisfied and shall thereupon cease, terminate and become void.

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

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

SECTION 13. 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 14. 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 15. **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 16. **Repeal of Conflicting Resolutions. All other resolutions and orders, or parts thereof, in conflict with the provisions of this resolution, are, to the extent of such conflict, hereby repealed.**

SECTION 17. **Effective Date. That this resolution shall take affect from and after its passage, the general welfare of the County, requiring it.**

Adopted and approved on this 20th day of April, 2015.

County Mayor

County Clerk

STATE OF TENNESSEE)

HENRY COUNTY)

I, Donna Craig, certify that I am the duly qualified and acting County Clerk of Henry County, Tennessee (“County”), and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a regular meeting of April 20, 2015 of the governing body of the County; that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to the aggregate principal amount not to exceed \$2,300,000 General Obligation High School Refunding Bonds of said County.

WITNESS my official signature and seal of said County this ____ day of _____, 2015.

County Clerk

(SEAL)

EXHIBIT A

REPORT OF STATE DIRECTOR ON PLAN OF REFUNDING



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

March 19, 2015

The Honorable Brent Greer, Mayor
Board of Commissioners
Henry County
P.O. Box 7
Paris, TN 38242

Dear Mayor Greer and Commissioners:

This letter, report, and plan of refunding (the "Plan"), are to be posted on the Henry County (the "County") website. Please make these documents available to the public and provide a copy of this report to each Commissioner at the next meeting of the County's Board of Commissioners.

This letter acknowledges receipt on March 18, 2015, from the County of a request to review a Plan for the issuance of a maximum \$2,300,000 General Obligation Refunding Bonds, Series 2015 (the "Refunding Bonds") to current refund an estimated \$2,260,000 General Obligation High School Refunding Bonds, Series 2005 (the "Refunded Bonds").

Pursuant to the provisions of Tennessee Code Annotated Title 9 Chapter 21, a plan must be submitted to our Office for review. 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.

FINANCIAL PROFESSIONALS

The County has reported Raymond James & Associates, Inc. as its municipal advisor. Municipal advisors have a fiduciary responsibility to the County. Underwriters have no fiduciary responsibility to the County. They represent the interests of their firm and are not required to act in the County's best interest without regard to their own or other interests. The Plan was prepared by the County with the assistance of its municipal advisor.

BALLOON INDEBTEDNESS

The structure of the Refunding Bonds presented in the Plan does not appear to be balloon indebtedness. If the Refunding Bonds' structure is revised, the County should determine if the new structure complies with the requirements of T.C.A. § 9-21-134 concerning balloon indebtedness. If it is determined that the bond structure constitutes balloon indebtedness, the County must submit a Plan of Balloon Indebtedness to the Director of the Office of State and Local Finance for approval prior to the County adopting the resolution authorizing the issuance of the debt.

COUNTY'S PROPOSED REFUNDING OBJECTIVE

The Refunding Bonds are being issued to achieve net present value debt service savings.

PRIVATE NEGOTIATED SALE APPROVAL

The approval of the Office of State and Local Finance is required when a County desires to sell Refunding General Obligation Bonds through a negotiated sale process. The County has requested approval to sell the Refunding Bonds through private negotiated sale. This letter constitutes approval to negotiate the sale of the Refunding Bonds, conditioned upon the requirement that the Bonds are sold with the debt service payment schedule having the same principal repayment schedule as presented in the plan or the principal repayment schedule is accelerated.

COMPLIANCE WITH THE COUNTY'S DEBT MANAGEMENT POLICY

The County provided a copy of its debt management policy, and within forty-five days (45) of issuance of the debt approved in this letter, is required to submit a Report on Debt Obligation that indicates that this debt complies with its debt policy. If the County amends its policy, please submit the amended policy to this office.

REPORT OF THE REVIEW OF A PLAN OF REFUNDING

This letter, report, and the Plan are to be posted 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.

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

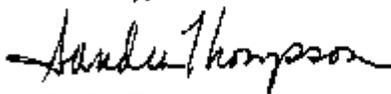
statement must be submitted by either the Chief Executive Officer or the Chief Financial Officer of the local government. We will acknowledge receipt of such statement and will issue our letter confirming that this refunding report remains valid for an additional 120-day period. However, with regard 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.

Report on Debt Obligation

We are enclosing State Form CT-0253, Report on Debt Obligation. Pursuant to F.C.A. § 9-21-151, this form is to be completed and filed with the governing body of the County no later than forty-five (45) days after the issuance of this debt, with a copy (including attachments, if any) filed with the Director of the Office of State and Local Finance by mail to the address on this letterhead or by email to stateandlocalfinance.publicdebtform@cot.il.gov. No public entity may enter into additional debt if it has failed to file the Report on Debt Obligation. A fillable PDF of Form CT-0253 can be found at <http://www.coc.controller.tn.gov/sl/pubdebt.asp>.

Sincerely,



Sandra Thompson
Director of the Office of State & Local Finance

Cc: Mr. Jim Arnette, Director of Local Government Audit, COT
Mr. Richard Dulaney, Raymond James & Associates, Inc.
Ms. Karen Neal, Bass Berry & Sims

Enclosures (2): Report of the Director of the Office of State & Local Finance
Report on Debt Obligation

**REPORT OF THE DIRECTOR OF THE OFFICE OF STATE AND LOCAL FINANCE
CONCERNING THE PROPOSED ISSUANCE OF
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2015
HENRY COUNTY, TENNESSEE**

Henry County (the "County") submitted a plan of refunding (the "Plan"), as required by T.C.A. § 9-21-903 regarding the issuance of a maximum \$2,300,000 General Obligation Refunding Bonds, Series 2015 (the "Refunding Bonds") to current refund an estimated \$2,260,000 General Obligation High School Refunding Bonds, Series 2005 (the "Refunded Bonds").

The Plan was prepared with the assistance of the County's municipal advisor, Raymond James & Associates, Inc. An evaluation of the preparation, support, and underlying assumptions of the Plan has not been performed by this Office. This report provides no assurances of the reasonableness of the underlying assumptions. This report must be presented to the governing body prior to the adoption of a refunding bond resolution. The Refunding Bonds may be issued with a structure different from that of the Plan. The County provided a copy of its debt management policy.

BALLOON INDEBTEDNESS

The structure of the Refunding Bonds presented in the Plan does not appear to be balloon indebtedness. If the Refunding Bonds' structure is revised, the County should determine if the new structure complies with the requirements of T.C.A. § 9-21-134 concerning balloon indebtedness. If it is determined that the bond structure constitutes balloon indebtedness, the County must submit a Plan of Balloon Indebtedness to the Director of the Office of State and Local Finance for approval prior to the County adopting the resolution authorizing the issuance of the debt.

COUNTY'S PROPOSED REFUNDING OBJECTIVE

The Refunding Bonds are being issued to achieve net present value debt service savings.

REFUNDING ANALYSIS

- The results of the refunding are based on the assumption that the County will issue \$2,280,000 Refunding Bonds by negotiated sale and priced at par.
- The estimated net present value savings of the refunding is \$98,902 or 4.38% of the refunded principal amount of \$2,260,000.
- The savings are generated by reducing the average coupon of the Refunded Bonds from 3.77% to an average coupon of 0.90% for the Refunding Bonds.
- The final maturity of the Refunding Bonds does not extend beyond the final maturity of the Refunded Bonds.
- Estimated cost of issuance of the Refunding Bonds is \$10,000 or \$4.39 per \$1,000 of par amount. See Table 1 for individual costs of issuance.

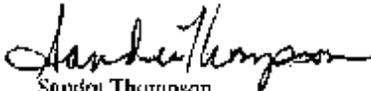
Table 1
Costs of Issuance of Refunding Bonds

	Amount	Price per \$1,000 bond
Municipal Advisor (Raymond James & Associates, Inc.)	\$ 5,000.00	\$ 2.19
Bond Counsel (Dass Berry & Co)	<u>5,000.00</u>	<u>2.19</u>
Total Cost of Issuance	<u>\$ 10,000.00</u>	<u>\$ 4.39</u>

The County has identified Raymond James & Associates, Inc. as its municipal advisor. Municipal 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.

If all of the Refunded Bonds are not refunded as a part of the Refunding Bonds, and the County wishes to refund them in a subsequent bond issue, then a new plan will have to be submitted to this Office for review.



Sandra Thompson
Director of the Office of State and Local Finance
Date: March 19, 2015

EXHIBIT B

PROPOSED AMORTIZATION SCHEDULE AND ESTIMATED COSTS OF ISSUANCE

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
11/01/2015	-	-	10,155.50	10,155.50
05/01/2016	930,000.00	0.900%	10,396.50	940,396.50
11/01/2016	-	-	6,165.00	6,165.00
05/01/2017	875,000.00	0.900%	6,165.00	881,165.00
11/01/2017	-	-	2,227.50	2,227.50
05/01/2018	495,000.00	0.900%	2,227.50	497,227.50
Total	\$2,300,000.00	-	\$37,337.00	\$2,337,337.00

ESTIMATED COSTS OF ISSUANCE

Raymond James & Associates, Inc., Financial Advisor	\$5,000
Bass, Berry & Sims PLC, Bond Counsel	<u>\$5,000</u>
Total	\$10,000

EXHIBIT C

FORM OF ENGAGEMENT LETTER OF BOND COUNSEL

_____, 2015

Henry County, Tennessee
101 West Washington Street
Paris, Tennessee 38242
Attention: Brent Greer, County Mayor

**Re: Issuance of Approximately \$2,300,000 in Aggregate
Principal Amount of General Obligation High School
Refunding Bonds.**

Dear County 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 (the “Bonds”). We understand that the Bonds are being issued for the purpose of providing funds necessary to refinance all or a portion of certain of the Issuer’s outstanding bonds and to pay costs of issuance of the Bonds, as more fully set forth in the resolution adopted by the Board of Commissioners on April 20, 2015. We further understand that the Bonds will be sold at informal bid or negotiated sale.

SCOPE OF ENGAGEMENT

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

1. Subject to the completion of proceedings to our satisfaction, render our legal opinion (the Bond Opinion) regarding the validity and binding effect of the Bonds, the source of payment and security for the Bonds, and the excludability of interest on the Bonds from gross income for federal income tax purposes.
2. Prepare and review documents necessary or appropriate for the authorization, issuance and delivery of the Bonds, coordinate the authorization and execution of such documents, and review enabling legislation.

3. Assist the Issuer in seeking from other governmental authorities such approvals, permissions and exemptions as we determine are necessary or appropriate in connection with the authorization, issuance, and delivery of the Bonds, except that we will not be responsible for any required blue-sky filings.
4. Review legal issues relating to the structure of the Bond issue.
5. Draft those sections of the official statement or offering circular to be disseminated in connection with the sale of the Bonds, describing the Bond Opinion, the terms of and security for the Bonds, and the treatment of the Bonds and interest thereon under state and federal tax law.
6. Assist the Issuer in presenting information to bond rating organizations and providers of credit enhancement relating to legal issues affecting the issuance of the Bonds, if requested.
7. Prepare and review the notice of sale pertaining to the informal bid of the Bonds, if any, and review the bond purchase agreement, if sold at negotiated sale.

Our Bond Opinion will be addressed to the Issuer and will be delivered by us on the date the Bonds are exchanged for their purchase price (the “Closing”).

The Bond Opinion will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Issuer with applicable laws relating to the Bonds. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security. We understand that you will direct members of your staff and other employees of the Issuer to cooperate with us in this regard.

Our duties in this engagement are limited to those expressly set forth above. Among other things, our duties do not include:

- a. Except as described in paragraph (5) above,

- 1) Assisting in the preparation or review of an official statement or any other disclosure document with respect to the Bonds, or
 - 2) Performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document, or
 - 3) Rendering advice that the official statement or other disclosure documents
 - a) Do not contain any untrue statement of a material fact or
 - b) Do not omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.
- b. Preparing requests for tax rulings from the Internal Revenue Service, or no action letters from the Securities and Exchange Commission.
 - c. Preparing blue sky or investment surveys with respect to the Bonds.
 - d. Drafting state constitutional or legislative amendments.
 - e. Pursuing test cases or other litigation, (such as contested validation proceedings).
 - f. Making an investigation or expressing any view as to the creditworthiness of the Issuer or the Bonds.
 - g. Assisting in the preparation of, or opining on, any continuing disclosure undertaking pertaining to the Bonds or other obligations of the Issuer or providing any advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking.

- h. Representing the Issuer in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.
- i. Addressing any other matter not specifically set forth above that is not required to render our Bond Opinion.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter, the Issuer will be our client and an attorney-client relationship will exist between us. We assume that all other parties will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction. We further assume that all other parties understand that in this transaction we represent only the Issuer, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as bond counsel are limited to those contracted for in this letter; the Issuer's execution of this engagement letter will constitute an acknowledgment of those limitations. Our representation of the Issuer will not affect, however, our responsibility to render an objective Bond Opinion. Please note that, in our representation of the Issuer, we will not act as a “municipal advisor”, as such term is defined in the Securities Exchange Act of 1934, as amended.

Our representation of the Issuer and the attorney-client relationship created by this engagement letter will be concluded upon issuance of the Bonds. Nevertheless, subsequent to Closing, we will mail the appropriate Internal Revenue Service Forms 8038-G, and prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Bonds.

As you are aware, our firm represents many political subdivisions, companies and individuals. It is possible that during the time that we are representing the Issuer, one or more of our present or future clients will have transactions with the Issuer. It is also possible that we may be asked to represent, in an unrelated matter, one or more of the entities involved in the issuance of the Bonds. We do not believe such representation, if it occurs, will adversely affect our ability to represent you as provided in this letter, either because such matters will be sufficiently different from the issuance of the Bonds as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Bonds. Our

firm represents Raymond James & Associates, Inc. in matters unrelated to the Bonds. We believe this representation fits within the foregoing description. Execution of this letter will signify the Issuer's consent to such representation of Raymond James & Associates, Inc. and to our representation of others consistent with the circumstances described in this paragraph.

FEES

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing represented by the Bonds; (ii) the duties we will undertake pursuant to this engagement letter; (iii) the time we anticipate devoting to the financings; and (iv) the responsibilities we will assume in connection therewith, we estimate that our fee will be \$5,000 for the Bonds. Our fees may vary: (a) if the principal amount of Bonds actually issued differs significantly from the amounts stated above; (b) if material changes in the structure or schedule of the respective financings occur; or (c) if unusual or unforeseen circumstances arise which require a significant increase in our time or responsibility. If, at any time, we believe that circumstances require an adjustment of our original fee estimates, we will advise you and prepare and provide to you an amendment to this engagement letter. The fees quoted above will include all out-of-pocket expenses advanced for your benefit, such as photocopying, deliveries, long distance telephone charges, telecopier charges, filing fees, computer-assisted research and other similar expenses.

If, for any reason, the financing represented by the Bonds is completed without the delivery of our Bond Opinion as bond counsel or our services are otherwise terminated, we will expect to be compensated at our normal rates for the time actually spent on your behalf plus client charges as described above unless we have failed to meet our responsibilities under this engagement, but in no event will our fees exceed \$5,000.

RECORDS

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. All goods, documents, records, and other work product and property produced during the performance of this engagement are deemed to be Issuer's property. We agree to maintain documentation for all charges against the Issuer. Our books, records, and documents, insofar as they relate to work performed or money received under this engagement, shall be

maintained for a period of three (3) full years from the respective Closings and will be subject to audit, at any reasonable time and upon reasonable notice by the Issuer or its duly appointed representatives.

OTHER MATTERS

We have not retained any persons to solicit or secure this engagement from the Issuer upon an agreement or understanding for a contingent commission, percentage, or brokerage fee. We have not offered any employee of the Issuer a gratuity or an offer of employment in connection with this engagement and no employee has requested or agreed to accept a gratuity or offer of employment in connection with this engagement.

Any modification or amendment to this Engagement Letter must be in writing, executed by us and contain the signatures of the Issuer. The validity, construction and effect of this Engagement Letter and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Any action between the parties arising from this Engagement Letter shall be maintained in the state or federal courts of Davidson County, Tennessee.

CONCLUSION

If the foregoing terms are acceptable to you, please so indicate by returning the enclosed copy of this engagement letter dated and signed by an authorized officer, retaining the original for your files. We look forward to working with you.

HENRY COUNTY, TENNESSEE:

BASS, BERRY & SIMS PLC:

By: _____
Brent Greer, County Mayor

By: _____
Karen Neal, Member

RESOLUTION NO. 8-04-15

**A RESOLUTION OF THE HENRY COUNTY, TENNESSEE
BOARD OF COMMISSIONERS TO APPROVE A LAND
AND IMPROVEMENT PURCHASE LOCATED AT 1015
KELLEY DRIVE, PARIS BY HENRY COUNTY MEDICAL
CENTER**

WHEREAS, the Henry County Medical Center is a Hospital District created and established pursuant to the laws of the State of Tennessee; and

WHEREAS, Henry County Medical Center, through its Board of Trustees, has determined that the purchase of the land and improvements located at 1015 Kelley Drive, Paris (Assessed as Map 106, Parcel 28.05) Being Lot 2 shown on plat of the re-subdivision of Lots 2 and 3 of the Vandyck Subdivision, a revised plat of record in Plat Cabinet B, Slide 73, in the Register's Office of Henry County, Tennessee, is in furtherance of its mission to provide quality healthcare to the citizens of Henry County; and

WHEREAS, the Henry County Medical Center's Board of Trustees, meeting in regular session on March 26, 2015, recommends making an offer to purchase to the owners of said real property; and

WHEREAS, The Henry County Commission deems it to be in the best interest of the citizens of Henry County to approve said purchase of land and improvements by Henry County Medical Center.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissions of Henry County, Tennessee, assembled in regular session on this the 20th day of April, 2015, a majority or more of the membership concurring, do hereby approve the purchase of the above mentioned real property and improvements thereon, noted in the attached documentation, by Henry County Medical Center.

BE IT FURTHER RESOLVED, that this Resolution shall become effective upon passage by this Legislative Body and approval of the County Mayor.

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

RESOLUTION NO. 9-04-15

INITIAL RESOLUTION AUTHORIZING THE INCURRENCE OF INDEBTEDNESS BY HENRY COUNTY, TENNESSEE, OF NOT TO EXCEED \$5,000,000, BY THE EXECUTION WITH THE PUBLIC BUILDING AUTHORITY OF THE CITY OF CLARKSVILLE, TENNESSEE, OF A LOAN AGREEMENT TO PROVIDE FUNDING FOR CERTAIN PUBLIC WORKS PROJECTS FOR THE HENRY COUNTY MEDICAL CENTER, AND TO FUND THE INCIDENTAL AND NECESSARY EXPENSES RELATED THERETO

WHEREAS, it is necessary and in the public interest of Henry County, Tennessee (the "County"), to incur indebtedness (the "Indebtedness"), through the execution with The Public Building Authority of the City of Clarksville, Tennessee (the "Authority"), of a loan agreement (a "Loan Agreement"), for the purpose of financing certain public works projects, as hereinafter more fully described.

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

Section 1. For the purpose of financing all or a portion of the costs of certain public works projects, consisting of the acquisition of an existing building and all included equipment, furniture, and fixtures located at 1015 Kelley Drive for use by the Henry County Medical Center, the acquisition, construction, equipping, extension, and improvement of the Henry County Medical Center facilities, including but not necessarily limited to, the construction and equipping of a new operating room for the surgery department of the Henry County Medical Center, the acquisition of all property real and personal appurtenant thereto and connected with such work, and to pay all legal, fiscal, administrative, and engineering costs incident thereto, reimbursement for expenditures related to the foregoing projects, and to pay costs incident to incurring the Indebtedness, (collectively, the "Project"), the County is hereby authorized to incur Indebtedness in the amount of not to exceed Five Million Dollars (\$5,000,000), for the financing of the Project through the execution of a Loan Agreement with the Authority. The rate of interest payable pursuant to the provisions of a Loan Agreement shall be a variable rate which rate shall not exceed the maximum rate of interest permitted under the laws of the State of Tennessee.

Section 2. The indebtedness evidenced by the Loan Agreement shall be payable from funds of the County legally available therefor and to the extent necessary from ad valorem taxes to be levied for such purpose on all taxable property within the corporate limits of the County, without limitation as to time, rate, and amount and for the punctual payment of said principal of, premium, if any, and interest on, the Loan Agreement, the full faith and credit of the County will be irrevocably pledged; provided, however, it is the intention of the County that the indebtedness be paid from the funds of the Henry County Medical Center.

Section 3. The Loan Agreement shall be executed pursuant to the provisions of Title 9, Chapter 21, Tennessee Code Annotated, as amended (the "Act"), and Title 12, Chapter 10, Tennessee Code Annotated, as amended.

Section 4. After the adoption of this Resolution, the County Clerk is directed to cause this Resolution, with the notice prescribed by the Act, to be published in full once in a newspaper published and having general circulation in the County.

Section 5. This Resolution shall take effect from and after its adoption, the welfare of the County requiring it.

Adopted and approved this 20th day of April, 2015.

PASSED _____

**BRENT GREER, CHAIRMAN
HENRY COUNTY COMMISSION**

**DONNA CRAIG
COUNTY CLERK**

APPROVED _____

**BRENT GREER
HENRY COUNTY MAYOR**

NOTICE

The foregoing Resolution has been adopted. Unless within twenty (20) days from the date of publication hereof a petition, signed by at least ten percent (10%) of the registered voters of Henry County, Tennessee, shall have been filed with the County Clerk of Henry County, Tennessee, protesting the incurrence of the Indebtedness by the execution of the Loan Agreement, such Loan Agreement will be executed, as proposed.

STATE OF TENNESSEE)
COUNTY OF HENRY)

I, Donna L. Craig, hereby certify that I am the duly qualified and acting County Clerk of Henry County, Tennessee (the "County"), and, as such official, I further certify as follows: (1) that attached hereto is a copy of a resolution excerpted from the minutes of the meeting of the Board of Commissioners (the "Board"), of said County held on April 20, 2015; (2) that I have compared said copy with the original minute record of said meeting in my official custody; (3) that said copy is a true, correct, and complete transcript from said original record insofar as said original record relates, to, among other matters, the incurring of indebtedness in the amount of not to exceed \$5,000,000 by said County; (4) that the actions by said Board including the aforementioned, at said meeting were promptly and duly recorded by me in a book kept for such purpose; and, (5) that a quorum of the members of said Board was present and acting throughout said meeting.

WITNESS my official signature and the seal of said County this 20th day of April, 2015.

County Clerk

(SEAL)

RESOLUTION NO. 10-04-15

RESOLUTION AUTHORIZING A LOAN PURSUANT TO A LOAN AGREEMENT BETWEEN HENRY COUNTY, TENNESSEE, AND THE PUBLIC BUILDING AUTHORITY OF THE CITY OF CLARKSVILLE, TENNESSEE, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$5,000,000; AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH LOAN AGREEMENT AND OTHER DOCUMENTS RELATING TO SAID LOAN; APPROVING THE ISSUANCE OF A BOND BY SUCH PUBLIC BUILDING AUTHORITY; PROVIDING FOR THE APPLICATION OF THE PROCEEDS OF SAID LOAN AND THE PAYMENT OF SUCH INDEBTEDNESS; AND, CONSENTING TO THE ASSIGNMENT OF THE COUNTY'S OBLIGATION UNDER SUCH LOAN AGREEMENT; AND CERTAIN OTHER MATTERS

WHEREAS, the Board of Commissioners (the "Board"), of Henry County, Tennessee (the "County"), has determined that it is necessary to finance the costs of certain "public works projects", as defined in Title 9, Chapter 21, Tennessee Code Annotated, as from time to time amended and supplemented, consisting of the acquisition of an existing building and all included equipment, furniture, and fixtures located at 1015 Kelley Drive for use by the Henry County Medical Center, the acquisition, construction, equipping, extension, and improvement of the Henry County Medical Center facilities, including but not necessarily limited to, the construction and equipping of a new operating room for the surgery department of the Henry County Medical Center, the acquisition of all property real and personal appurtenant thereto and connected with such work, and to pay all legal, fiscal, administrative, and engineering costs incident thereto, reimbursement for expenditures related to the foregoing, and to pay costs incident to the issuance of the Bond and the loan of the proceeds thereof to the County (collectively, the "Project"), by obtaining a loan from The Public Building Authority of the City of Clarksville, Tennessee (the "Authority");

WHEREAS, the Henry County Medical Center is a hospital district created and established pursuant to the laws of the State of Tennessee, which is operated on behalf of the County through a Board of Trustees (the "Medical Center");

WHEREAS, the Board of Trustees of the Medical Center has requested that the County incur the indebtedness for the purpose of financing the Project for the Medical Center;

WHEREAS, it has been determined by the Board of Trustees of the Medical Center and the Board of the County to be in the best interests of the County to finance the Project through The Tennessee Municipal Bond Fund variable rate loan program;

WHEREAS, the Authority has been established pursuant to the provisions of Title 12, Chapter 10, Tennessee Code Annotated, as amended (the "Act"), and is authorized pursuant to the provisions of the Act to issue its bonds from time to time, in one more series, and to loan the proceeds thereof to the County for the above described purposes;

WHEREAS, in order to effectuate the program, the Issuer has authorized and approved by its Resolution, adopted November 5, 2013, the issuance of its Local Government Loan Program Bonds, in an aggregate principal amount not to exceed \$300,000,000;

WHEREAS, the Authority will issue its Variable Rate Local Government Loan Program Bond, Series 2015 (Henry County Medical Center Loan) (the "Bond"), in the principal amount of not to exceed Five Million Dollars (\$5,000,000), and loan the proceeds thereof to the County pursuant to the provisions of a Loan Agreement, between the County and the Authority, to be dated the date of issuance and delivery (the "Loan Agreement");

WHEREAS, the Board of the County has on the date hereof adopted an Initial Resolution authorizing the borrowing of funds and the incurring of indebtedness for the purpose of financing the Project in the amount of not to exceed \$5,000,000, and the County Clerk of the County has been instructed to publish such Initial Resolution together with the Notice required by Section 9-21-206 of Tennessee Code Annotated, as amended, in a local newspaper in the County;

WHEREAS, the indebtedness evidenced by the Loan Agreement shall be payable from any and all funds of the County legally available therefor, including, but not necessarily limited to, ad valorem taxes to be levied for such purpose on all taxable property within the corporate limits of the County, without limitation as to time, rate, and amount and for the punctual payment of said principal of, premium, if any, and interest on, the Loan Agreement, the full faith and credit of the County will be irrevocably pledged; provided, however, it is the intention of the County and the Medical Center that the indebtedness evidenced by the Loan Agreement shall be paid from funds of the Medical Center;

WHEREAS, the Bond is to be secured by and contain such terms and provisions as set forth in (i) that certain Indenture of Trust (the "Indenture"), by and between the Authority and The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"), and (ii) that certain Bond Purchase Agreement, entered into between the Authority and the purchaser of the Bond (the "Purchaser").

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

Section 1. Approval of the Loan. (a) For the purpose of providing funds to finance the Project and to pay costs incident to the issuance and sale of the Bond and the loan of the proceeds thereof to the County, the loan to the County from the Authority is hereby authorized in the principal amount of not to exceed \$5,000,000 and the County is hereby authorized to borrow such funds from the Authority.

(b) The Bond to be issued by the Authority shall bear interest at a variable rate, such variable rate to be based on the Securities Industry and Financial Markets Association Rate ("SIFMA"), plus an initial purchasing bank spread of one hundred five basis point (1.05%), plus any additional fees, all as provided in the Indenture and Loan Agreement; provided, however, that such rate shall not exceed the maximum rate of interest permitted under the laws of the State of Tennessee. The County Mayor and County Clerk are authorized to enter into the Loan Agreement. The County shall make payments of interest, principal, and fees in the amounts and on the dates set forth in the Loan Agreement from the sources and funds described herein and in the Loan Agreement. The Loan Agreement shall be for a term of not exceed twenty-five years. The amortization of principal amounts of the loan evidenced by the Loan Agreement, may be established by the Medical Center, the County Mayor, and the Purchaser at the time of the sale of the Bond and the execution and delivery of the Loan Agreement, as shall be determined to be in the best interests of the County.

(c) **The Board of the County understands and is aware that the Purchaser has the option to put the Bond for purchase to the Authority during the term of the Loan (the "Put Option"), at certain intervals upon not less than one hundred eighty days' written notice to the Authority, the Tennessee Municipal Bond Fund, as administrator, and the County.**

The Board is aware of the risks and benefits associated with the Loan and the Put Option. The Board finds that the repayment structure of the Loan (including the Put Option) is in the public interest of the County.

The Board further agrees that it is willing to pay additional issuance costs associated with the refunding of the Loan and related Bond in the event the Put Option is exercised by the Purchaser. In the event that the Put Option is exercised by the Purchaser, and the County is unable to pay the Loan amount in full on such date and no subsequent holder can be determined, the Board commits to refund the Loan in the following manner:

(x) **the Board shall submit a plan of refunding to the Comptroller or Comptroller's designee;**

(y) **the final maturity of the refunding debt obligation will not extend beyond the final maturity of the original Loan; and,**

(z) **the debt service structure of the refunding debt obligation will be substantially similar to or more declining than the debt structure of the original Loan.**

The Board has not retained an independent municipal advisor in connection with the Loan. The Board understands and acknowledges that the Purchaser does not owe a fiduciary duty to the County and that the Purchaser is acting for its own business and commercial interests. The Board has consulted with such advisors and experts as it deems appropriate before the consideration and adoption of this Resolution.

Section 2. Approval of Loan Agreement. The form, terms, and provisions of the Loan Agreement are in the best interest of the County and are hereby approved and the Board hereby authorizes the County Mayor and the County Clerk of the County to execute and deliver such Loan Agreement, such Loan Agreement to be in substantially the form of the Loan Agreement presented to this meeting, the execution of such Loan Agreement by the County Mayor and the County Clerk to evidence their approval of any and all changes to such Loan Agreement, and any related documents necessary to the consummation of the transactions contemplated by the Loan Agreement. The County further agrees to comply with, and to enable the Authority to comply with, all covenants and requirements contained in the Indenture, Bond Purchase Agreement, and that certain Tax Exemption Certificate to be executed by the Authority at the time of the issuance of the Bond.

Section 3. Fulfillment of Obligations. The Board of the County is authorized and directed to fulfill all obligations of the County under the terms of the Loan Agreement.

Section 4. Tax Levy. There shall be levied and collected in the same manner as other ad valorem taxes of the County on all taxable property within the corporate limits of the County without limitation as to time, rate, or amount, to the extent necessary in the event funds of the County legally available to pay the indebtedness evidenced by the Loan Agreement are insufficient, a tax sufficient to pay when due the amounts payable under the Loan Agreement, as and when they become due, and to pay any expenses of maintaining and operating the Project required to be paid by the County under the terms and provisions of the Loan Agreement. For the prompt payment of the Loan Agreement, both principal and interest, as the same shall become due, the full faith and credit of the County are irrevocably pledged.

It is the intention of the County and the Medical Center that the indebtedness evidenced by the Loan Agreement shall be payable from funds of the Medical Center, subject to the payment of reasonable and necessary costs of operating, maintaining, repairing, and insuring such Medical Center, and to any pledge of such revenues in favor of other obligations of the Medical Center.

Section 5. Approval of Bond, Indenture, and Bond Purchase Agreement. For the purpose of providing funds to make the loan to the County evidenced by the Loan Agreement, as provided herein and in the Loan Agreement, and to pay legal, fiscal, and administrative costs incident thereto, including costs incident to the issuance and sale of the Bond related to the Loan Agreement, the issuance and sale of the Bond by the Authority in connection with the Loan Agreement is hereby approved. The County further approves the execution and delivery of the Indenture and the Bond Purchase Agreement by the Authority in connection with the issuance of the Bond.

Section 6. Disposition of Proceeds. The proceeds from the sale of the Bond shall be paid, from time to time, to the official designated by the Medical Center as the custodian of the funds, upon submission of a requisition for such funds by the Medical Center to the Trustee, in accordance with the terms of the Indenture and Loan Agreement. Such proceeds shall be disbursed solely to finance the costs of the Project and to pay costs of issuance incurred in connection with the issuance of the Bond and the loan of the proceeds thereof to the County.

Section 7. Consent to Assignment. The County hereby consents to the assignment of all of the Authority's right, title, and interest in and to the Loan Agreement to the Trustee as security for the Bond to which such Loan Agreement relates, except for certain reserved rights of the Authority.

Section 8. Reimbursement Provisions. The County may have made or may hereafter make expenditures with respect to the Project from a source of funds other than proceeds of the loan from the Authority under the Loan Agreement, such expenditures occurring prior to the execution and delivery of the Loan Agreement. The County reasonably expects that it will reimburse such original expenditures with proceeds of the loan from the County made pursuant to the Loan Agreement to the extent permissible under Treasury Regulation 1.150-2.

Section 9. Arbitrage Certification. The County recognizes that the purchaser and owner of the Bond will have accepted it on, and paid therefor a price that reflects the understanding that interest thereon is excludable from gross income for purposes of federal income taxation under laws in force on the date of delivery of the Bond. In this connection, the County agrees that it shall take no action which may cause the interest on the Bond to be included in gross income for federal income taxation. It is the reasonable expectation of the Board of the County that the proceeds of the Bond will not be used in a manner which will cause the Bond to be an "arbitrage bond" within the meaning of Section 148 of the Code, and to this end the said proceeds of the Bond and other related funds established for the purposes herein set out shall be used and spent expeditiously for the purposes described herein. The Board 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 Bond to the United States government, it will make such payments as and when required by said Section 148(f) and will take such other actions as shall be necessary or permitted to prevent the interest on the Bond from becoming taxable. The County Mayor and County Clerk, or either of them, are authorized and directed to make such certifications in this regard in connection with the sale of the Bond as either or both shall deem appropriate, and such certifications shall constitute a representation and certification of the County.

Section 10. Miscellaneous Acts. The County Mayor, the County Clerk, the County Trustee, the County Attorney, and all other appropriate officials of the County and the Medical Center are hereby authorized, empowered, and directed to do any and all such acts and things, and to execute, acknowledge, and deliver all such documents, instruments, and certifications, in connection with the execution of the Loan Agreement and the issuance of the Bond by the Authority, in addition to those acts, things, documents, instruments, and certifications

hereinbefore authorized and approved, as may in their discretion, be necessary or desirable to implement or comply with the intent of this Resolution; or any of the documents herein authorized and approved.

Section 11. Captions. The captions or headings in this Resolution are for convenience only and shall in no way define, limit, or describe the scope or intent of any provision hereof.

Section 12. Severability. Should any provision or provisions of this Resolution be declared invalid or unenforceable in any respect by final decree of any court of competent jurisdiction, the invalidity or unenforceability of such section, paragraph, ordinance, or provisions shall not affect the remaining provisions of such Resolution.

Section 13. Repeal of Conflicting Resolutions. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed.

Section 14. Effective Date. This Resolution shall take effect upon its adoption, the welfare of the County requiring it.

Approved and adopted this 20th day of April, 2015.

PASSED_____

**BRENT GREER, CHAIRMAN
HENRY COUNTY COMMISSION**

**DONNA CRAIG
COUNTY CLERK**

APPROVED_____

**BRENT GREER
HENRY COUNTY MAYOR**

STATE OF TENNESSEE)
COUNTY OF HENRY)

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County Clerk

(SEAL)