

LOAN AGREEMENT

This agreement is made this 12th day of November, 2014 by and among John C. Barkley, Greene County Administrator (hereinafter "Barkley"), the County of Greene, a Virginia body politic (hereinafter "the County") and the Greene County Board of Supervisors (hereinafter "the Board"), WITNESSETH:

That for and in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The County agrees to loan Barkley the sum of Five Thousand Seven Hundred Thirteen Dollars and 76/100ths cents (\$5713.76) to be paid to Mr. Barkley on November 13, 2014, and to be repaid to the County on the terms and conditions contained herein.

2. Barkley agrees to repay the loan in its entirety subject to 3 equal annual payments made on July 1, 2015, July 1, 2016, and July 1, 2017.

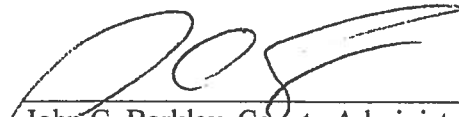
3. The parties agree that if the Board should vote to provide to Barkley a performance bonus in addition to his regular salary at any time during the loan period, the Board may, at its sole discretion, apply such bonus, or any portion thereof, to any outstanding portion of the debt which is unpaid at the time of the award of the bonus.

4. The parties agree that if Barkley's employment with the County is terminated pursuant to the provisions of Section 8 of Barkley's Employment Agreement with the County dated July 9, 2013 prior to the repayment of the loan, the loan, or any outstanding balance thereof, shall be repaid in full out of the agreed severance payment of three (3) months' salary.

5. The parties agree that if Barkley's employment with the County is terminated for cause, or if Barkley resigns his employment for any reason whatsoever prior to the repayment of the loan, the loan, or any outstanding balance thereof, shall be repaid in full out of Barkley's final salary payment.

6. The parties agree that if the loan is not paid in full by November 12, 2017, Barkley shall be deemed in default, and the loan shall be repaid by a salary reduction in twelve (12) equal payments with interest thereon, compounded monthly, at the then prevailing judgment rate.

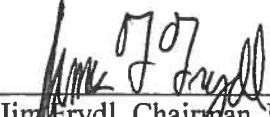
IN WITNESS WHEREOF, we have set our signatures and seals:



John C. Barkley, County Administrator

11/12/14

Date



Jim Frydl, Chairman, Board of Supervisors

11/12/14

Date