
**MINUTES
SUMNER COUNTY BOARD OF COUNTY COMMISSIONERS
MARCH 22, 2021**

The Board of County Commissioners of Sumner County, Tennessee met in regular session on Monday, March 22, 2021, in the Commission Chambers of the Sumner County Administration Building in Gallatin, Tennessee at 7:00 p.m. Present and presiding was the Chairman Scott Langford. Also present were the County Clerk Bill Kemp, County Mayor Anthony Holt and County Law Director Leah Dennen and the following Commissioners to wit:

Jerry F. Becker
Deanne DeWitt
Alan Driver
Billy Geminden
Paul R. Goode
Steve Graves
Michael Guthrie

Caroline S. Krueger
Scott Langford
Jeremy Mansfield
Justin Nipper
Gene Rhodes
Baker Ring

Leslie Schell
Danny Sullivan
Chris Taylor
Moe Taylor
Luke Tinsley
Shellie Young Tucker
Terry Wright

Having a duly constituted quorum, the meeting was opened in due process by Sheriff Sonny Weatherford. Chairman Scott Langford noted that with twenty two members seated, a simple majority would be by thirteen votes; and that matters requiring a two-thirds vote would be by sixteen votes during this session. Commissioner Hinton was not present and Commissioner Tinsley arrived after roll call.

Commissioners Chris Taylor, Guthrie and Wright acknowledged the passing of retired Sheriff Deputy DeWayne Wright.

The Invocation was led by Pastor Chris Rouse, Faith Church

The Pledge of Allegiance was led by the County Clerk, Bill Kemp.

APPROVAL OF AGENDA

Commissioner Foster moved, seconded by Commissioner Tucker, to adopt the agenda. The Commission approved the agenda by unanimous voice vote of the body.

APPROVAL OF MINUTES

The minutes for the meeting of this body held on February 22, 2021 and recorded in the office of the Clerk, Bill Kemp, were approved by unanimous voice vote after Commissioner Chris Taylor made the motion, seconded by Commissioner Graves.

RECOGNITION OF THE PUBLIC

Chairman Langford opened the floor to allow the public to speak concerning any matter on the agenda.

Karen Bookout 1006 Quailwood Cove in Gallatin spoke in favor of Resolution 2103-05
Mike Needel – 201 Pond Drive in Gallatin spoke in favor of Resolution 2103-05
Laura Kaczmarek – 1091 Caballo Trail in Gallatin spoke in favor of Resolution 2103-05

With no one else wishing to speak, recognition of the public was closed.

REPORT OF THE CHAIR

Chairman Langford noted that the Veterans Service Officer's report was provided for information only.

Without objection, Chairman Langford changed the order of the Certificates of Recognition.

Commissioner Tucker introduced the following resolution:

A RESOLUTION HONORING MR. SCOTT SPROUSE

WHEREAS, Mr. Scott Sprouse was appointed Alderman in the year 2000 to represent the citizens of Hendersonville Ward Two; and

WHEREAS, over the span of his distinguished service, Mr. Scott Sprouse has served as Vice-Mayor; a member of the General Committee; the Finance Committee; the Public Safety Committee; the Capital Projects Committee; the Non-profit Contributions Committee; the Resource Authority Committee; the Town Center Redevelopment Board; the Mayor's Ad Hoc Library Building Committee, and as a liaison for the Arts Council; the Golf Course Commission; the Board of Parks and Recreation; the Industrial Development Board, and the Board of Adjustment and Appeals; and

WHEREAS, while serving the City of Hendersonville, Mr. Scott Sprouse has selflessly given his time and effort to help the residents of Sumner County and Hendersonville and has positively impacted the lives of countless citizens.

NOW, THEREFORE, BE IT RESOLVED by the Sumner County Board of County Commissioners meeting in regular session on this the 22nd day of March 2021, that this body does hereby express its appreciation and gratitude for the many years of service and dedication to Hendersonville and Sumner County; and

BE IT FURTHER RESOLVED that this resolution shall be spread on the minutes of this body and the Clerk is to furnish a copy of this resolution to Mr. Scott Sprouse.

Upon motion of Commissioner Tucker, seconded by Commissioner Goode, the Commission voted unanimously to approve the certificate honoring Mr. Scott Sprouse.

Commissioner Chris Taylor introduced the following resolution:

**A RESOLUTION HONORING
MR. DARRELL WOODCOCK, JR.**

WHEREAS, Mr. Darrell Woodcock was elected Alderman in 2012 to represent the citizens of Hendersonville Ward Five; and

WHEREAS, Mr. Darrell Woodcock has made a positive contribution to the lives of countless citizens as he served as a member of the General Committee; the Finance Committee; the Non-profit Contributions Committee; the Planning Commission and as a liaison to the Arts Council and the Personnel Board; and

WHEREAS, Mr. Darrell Woodcock has gone above and beyond to serve the citizens of Hendersonville and Sumner County and is to be commended and recognized for his diligent service and dedication to serve our community.

NOW, THEREFORE, BE IT RESOLVED by the Sumner County Board of County Commissioners meeting in regular session on this the 22nd day of March 2021, that this body does hereby honor Mr. Darrell Woodcock for his hard work, leadership, and integrity; and

BE IT FURTHER RESOLVED that this resolution shall be spread on the minutes of this body and the Clerk is to furnish a copy of this resolution to Mr. Darrell Woodcock.

Upon motion of Commissioner Chris Taylor, seconded by Commissioner Becker, the Commission voted unanimously to approve the certificate honoring Mr. Darrell Woodcock.

Commissioner Becker introduced the following resolution:

**A RESOLUTION HONORING
MR. ANDY BOLT**

WHEREAS, Mr. Andy Bolt was appointed Alderman in 2018 to represent the citizens of Ward Four in Hendersonville, Tennessee; and

WHEREAS, Mr. Andy Bolt has lived in the Hendersonville area since 1987 and served as a member of the General Committee; a liaison to the Golf Course Commission and the Parks Board with integrity and professionalism; and

WHEREAS, Mr. Andy Bolt and his wife, Linda have a history of serving charities and the community; he is an active member of the Hendersonville Evening Rotary Club and supports the Fellowship of Christian Athletes; Young Life; the Samaritan Center; the Salvus Center and other worthy causes and it is appropriate that he be recognized and commended for his diligent service and commitment to all citizens.

NOW, THEREFORE, BE IT RESOLVED by the Sumner County Board of County Commissioners meeting in regular session on this the 22nd day of March 2021, that this body does hereby recognize Mr. Andy Bolt for his dedication and leadership and expresses its appreciation for his commitment and exceptional service; and

BE IT FURTHER RESOLVED that this resolution shall be spread on the minutes of this body and the Clerk is to furnish a copy of this resolution to Mr. Andy Bolt.

Upon motion of Commissioner Becker, seconded by Commissioner DeWitt, the Commission voted unanimously to approve the certificate honoring Mr. Andy Bolt.

Commissioner Geminden introduced the following resolution:

**A RESOLUTION HONORING
MR. JOHN KERLEY**

WHEREAS, Mr. John Kerley served as a council member for the City of Portland from 1977 to 1983 and from 2016 to 2020 and as the vice-mayor from 2018 to 2020 where he provided excellent leadership and outstanding direction for the citizens of Portland; and

WHEREAS, Mr. John Kerley's family lived and operated a hardware business in Portland where he worked from his earliest years before he served in the United States Navy and as a policeman for the City of Portland; and

WHEREAS, over the span of his long and distinguished career, Mr. John Kerley worked for the Tennessee Bureau of Investigation, then the Federal Bureau of Investigation, and due to his background, he always took an interest in the well-being of the local police department while he served as a councilman as well as preservation of Portland history after he retired.

NOW, THEREFORE, BE IT RESOLVED by the Sumner County Board of County Commissioners meeting in regular session on this the 22nd day of March 2021, that this body does hereby expresses its appreciation of Mr. John Kerley's leadership and steadfast service and commends him for his commitment and contributions to the citizens of Portland; and

BE IT FURTHER RESOLVED that this resolution shall be spread on the minutes of this body and the Clerk is to furnish a copy of this resolution to John Kerley.

Upon motion of Commissioner Geminden, seconded by Commissioner Krueger, the Commission voted unanimously to approve the certificate honoring Mr. John Kerley.

Commissioner Geminden introduced the following resolution:

**A RESOLUTION HONORING
MR. BRIAN HARBIN**

WHEREAS, Mr. Brian Harbin served as the council member for the City of Portland, Tennessee, from 2011 through 2020; and

WHEREAS, during his tenure, Mr. Brian Harbin served as council representative for the Alcoholic Beverage Board and the Fire Department where he provided leadership and guidance to the citizens of Portland; and

WHEREAS, today, Mr. Brian Harbin operates a local used car business and works as a real estate agent and auctioneer for a Portland real estate company.

NOW, THEREFORE, BE IT RESOLVED by the Sumner County Board of County Commissioners meeting in regular session on this the 22nd day of March 2021, that this body does hereby recognize Brian Harbin for his accomplishments and expresses its appreciation for his hard work for the citizens of Portland; and

BE IT FURTHER RESOLVED that this resolution shall be spread on the minutes of this body and the Clerk is to furnish a copy of this resolution to Brian Harbin.

Upon motion of Commissioner Geminden, seconded by Commissioner Moe Taylor, the Commission voted unanimously to approve the certificate honoring Mr. Brian Harbin.

Chairman Langford thanked everyone for their condolences with the passing of his mother.

Clerk Kemp read the following notice into the record:

PUBLIC NOTICE/REZONING

Calico Jack's PUD – Rezoning – Shea Helms, represented by GreenLID Design – 3rd Commission Voting district (Alan Driver and Steve graves) – Applicant is seeking a rezoning from Commercial Services (CS) to Planned Unit Development (PUD) for the purpose of operating a Boat Sales and Leasing business. Subject property is located at 24188 Sideview Road, Gallatin, TN, 37066, is Tax map 090, Parcel 003.13, contains 2.86 acres and is zoned Commercial Services (CS).

A copy of this notice is on file at the Sumner County Planning and Stormwater Department in the Sumner County Administration Building located at 355 North Belvedere Drive, Gallatin, Tennessee.

Anyone having any interest or desiring to ask questions concerning this request is invited to join this meeting or call 615-451-6097.

Chairman Langford declared the public hearing open for anyone wishing to speak.

With no one wishing to speak, Chairman Langford declared the public hearing closed.

2103-01 A RESOLUTION REQUESTING TO REZONE FROM COMMERCIAL SERVICES (CS) TO PLANNED UNIT DEVELOPMENT (PUD) FOR THE PURPOSE OF OPERATING A BOAT SALES AND LEASING BUSINESS LOCATED AT 2488 SIDEVIEW ROAD, GALLATIN, TENNESSEE, 37066, IS ON TAX MAP 090, PARCEL 003.13, CONTAINS 2.86 ACRES AND IS ZONED COMMERCIAL SERVICES (CS)

BE IT RESOLVED by the Sumner County Board of County Commissioners meeting in regular session on this the 22nd day of March 2021, that this body hereby approves the request to rezone from Commercial Services (CS) to Planned Unit Development (PUD) for the purpose of operating a Boat Sales and Leasing business, located at 2488 Sideview Road, Gallatin, Tennessee, 37066, is on Tax Map 090, Parcel 003.13, contains 2.86 acres and is zoned Commercial Services (CS), as shown on the attachment herewith.

BE IT FURTHER RESOLVED that this resolution serves as the second reading.

Upon motion by Commissioner Graves, seconded by Commissioner Geminden, the Commission voted to approve the resolution. Commissioner Moe Taylor abstained from the vote.

Clerk Kemp read the following notice into record:

PUBLIC NOTICE/REZONING

Harper Consulting – Rezoning – Kenny Harper, represented by GreenLID Design – 12th Commission Voting District (Michael Guthrie and Justin Nipper) Applicant is requesting a Rezoning from Rural Residential (RR) to Commercial General (CG). Subject property is located at 3201 Highway 76, Portland, TN, 37148, is on Tax Map 058, Parcels 068.01, 069.01, 070.00 and 069.02, contains approximately 2.2 acres and is zoned Rural Residential (RR).

A copy of this notice is on file at the Sumner County Planning and Stormwater Department in the Sumner County Administration Building located at 355 North Belvedere Drive, Gallatin, Tennessee.

Anyone having any interest or desiring to ask questions concerning this request is invited to join this meeting or call 615-451-6097.

Chairman Langford declared the public hearing open for anyone wishing to speak.

With no one wishing to speak, Chairman Langford declared the public hearing closed.

2103-02 A RESOLUTION REQUESTING TO REZONE FROM RURAL RESIDENTIAL (RR) TO COMMERCIAL GENERAL (CG) LOCATED AT 3201 HIGHWAY 76, PORTLAND, TENNESSEE, 37148, IS ON TAX MAP 058, PARCELS 068.01, 069.01, 070.00 AND 069.02, CONTAINS APPROXIMATELY 2.2 ACRES AND IS ZONED RURAL RESIDENTIAL (RR)

BE IT RESOLVED by the Sumner County Board of County Commissioners meeting in regular session on this the 22nd day of March 2021, that this body hereby approves the request to rezone from Rural Residential (RR) to Commercial General (CG) located at 3201 Highway 76, Portland, Tennessee, 37148, is on Tax Map 058, Parcels 068.01, 069.01, 070.00 and 069.02, contains approximately 2.2 acres and is zoned Rural Residential (RR), as shown on the attachment herewith.

BE IT FURTHER RESOLVED that this resolution serves as the second reading.

Chairman Langford recognized Commissioner Mansfield who asked why the property was being rezoned. Without objection, Chairman Langford suspended the rules to allow Andy Leath with GreenLID Design to speak to the matter. Mr. Leath explained that the purpose is to correct the zoning for the property that has been a functioning commercial property for a long time.

Upon motion of Commissioner Guthrie, seconded by Commissioner Sullivan, the Commission voted unanimously to approve Resolution 2103-02.

Clerk Kemp read the following notice into record:

PUBLIC NOTICE/REZONING

Lewis Head Commercial Plaza PUD – Rezoning – Lewis Head, Developer, represented by GreenLID Design – 4th Commission Voting District (Jerry Foster and Leslie Schell) – Applicant is seeking a rezoning from Rural Residential (RR) to Planned Unit Development (PUD) for the purpose of constructing and operating a commercial development containing Automotive Repair & Services, Financial, Consultative & Administrative Services, General Business & Communication Services, General Personal Services and General Retail Trade. Subject property is located at 131 & 135 W. Roberts Road, Portland, TN, is Tax Map 072, Parcel 035.06 & 035.07, contains 10.10 acres and is zoned Rural Residential (RR).

The Sumner County Regional Planning Commission forwarded a positive recommendation related to this item to the Board of County Commissioners on September 22, 2020.

A copy of this notice is on file at the Sumner County Planning and Stormwater Department in the Sumner County Administration Building located at 355 North Belvedere Drive, Gallatin, Tennessee.

Anyone having any interest or desiring to ask questions concerning this request is invited to join this meeting or call 615-451-6097.

Chairman Langford declared the public hearing open for anyone wishing to speak.

With no one wishing to speak, Chairman Langford declared the public hearing closed.

2103-03 A RESOLUTION REQUESTING TO REZONE FROM RURAL RESIDENTIAL (RR) TO PLANNED UNIT DEVELOPMENT (PUD) FOR THE PURPOSE OF CONSTRUCTING AND OPERATING A COMMERCIAL DEVELOPMENT CONTAINING AUTOMOTIVE REPAIR & SERVICES, FINANCIAL, CONSULTATIVE & ADMINISTRATIVE SERVICES, GENERAL BUSINESS & COMMUNICATION SERVICES, GENERAL PERSONAL SERVICES AND GENERAL RETAIL TRADE LOCATED AT 131 & 135 W. ROBERTS ROAD, PORTLAND, TENNESSEE, 37148, IS ON TAX MAP 72, PARCEL 035.06 & 035.07, CONTAINS 10.10 ACRES AND IS ZONED RURAL RESIDENTIAL (RR)

BE IT RESOLVED by the Sumner County Board of County Commissioners meeting in regular session on this the 22nd day of March 2021, that this body hereby approves the request to rezone from Rural Residential (RR) to Planned Unit Development (PUD) for the purpose of constructing and operating a commercial development containing Automotive Repair & Services, Financial, Consultative & Administrative Services, General Business & Communication Services, General Personal Services and General Retail Trade located at 131 & 135 W. Roberts Road, Portland, Tennessee, 37148, is on Tax Map 72, Parcel 035.06 & 035.07, contains 10.10 acres and is zoned Rural Residential (RR), as shown on the attachment herewith.

BE IT FURTHER RESOLVED that this resolution serves as the second reading.

Chairman Langford recognized Commissioner Foster who discussed several concerns held by local residents and stated he would vote against resolution.

Commissioner Geminden spoke in favor of this resolution.

Upon motion of Commissioner Geminden, seconded by Commissioner Nipper, the electronic vote was recorded as follows:

Res 2103-03 3/22/2021 7:42:03 PM
YES - 15 **NO - 7** **ABS - 1**

Individual Voting Results (Yes-Y; No-N; Abstain-A; Not Voting-NV; Not Present-NP)

A Driver	- Y	B Geminden	- Y	B Ring	- Y
B Stewart	- Y	C Krueger	- N	C Taylor	- Y
Chr. Langford	- Y	D Dewitt	- Y	D Sullivan	- Y
G Rhodes	- Y	J Becker	- N	J Foster	- N
J Mansfield	- N	J Nipper	- Y	L Hinton	- NP
L Schell	- Y	L Tinsley	- N	M Guthrie	- Y
M Hyde	- N	M Taylor	- A	P Goode	- Y
S Graves	- Y	S Tucker	- Y	T Wright	- N

Chairman Langford declared Resolution 2103-03 approved (15-7-1) by the body.

CONSENT AGENDA

Chairman Langford introduced the following Consent Agenda items for approval:

2103-12 A RESOLUTION DECLARING VARIOUS ITEMS FROM THE SUMNER COUNTY SHERIFF'S OFFICE AS SURPLUS PROPERTY AND AUTHORIZING DISPOSAL, DESTRUCTION OR SALE OF SAME PURSUANT TO EXISTING POLICIES AND PROCEDURES

BE IT RESOLVED by the Sumner County Board of County Commissioners meeting in regular session on this the 22nd day of March 2021, that this body does hereby declare various items from the Sumner County Sheriff's Office as surplus, as shown on the attachment; and

BE IT FURTHER RESOLVED that the disposal, destruction or sale of the same is authorized pursuant to existing policies and procedures.

2103-13 A RESOLUTION DECLARING SURPLUS JAIL BUNK PARTS TO BE DISPOSED OF IN THE APPROPRIATE MANNER, PURSUANT TO STATE AND FEDERAL LAW FOR THE SUMNER COUNTY SHERIFF'S OFFICE

BE IT RESOLVED by the Sumner County Board of County Commissioners meeting in regular session on this the 22nd day of March 2021, that this body does hereby declare surplus jail bunk parts to be disposed of in the appropriate manner, pursuant to state and federal law for the Sumner County Sheriff's Office; and

BE IT FURTHER RESOLVED that the disposal or sale of the same is authorized pursuant to existing policies and procedures.

2103-14 A RESOLUTION ACCEPTING THE REVIEW OF THE JUDICIAL MAGISTRATE PROGRAM

WHEREAS, the 2020 annual review of the Sumner County Judicial Magistrate program was held on March 22nd, 2021, before this body.

NOW, THEREFORE, BE IT RESOLVED that the Sumner County Board of County Commissioners meeting in regular session on this the 22nd day of March 2021, that this body does hereby accept the review of the Judicial Magistrate program for the 2020 calendar year: and

BE IT FURTHER RESOLVED that a copy of this report shall be made a part of this record.

**2103-15 A RESOLUTION APPOINTING JUDICIAL
MAGISTRATES OF SUMNER COUNTY**

BE IT RESOLVED by the Sumner County Board of County Commissioners meeting in regular session on this the 22nd day of March 2021, that this body hereby appoints the following individuals to the existing roster of persons who serve as Judicial Magistrates:

Oswaldo Herrera

Steven Carter

BE IT FURTHER RESOLVED that these Judicial Magistrates shall serve a term which begins March 22nd, 2021 and shall run the remaining period of the present term which ends December 31, 2021, or until a successor is appointed

**2103-16 A RESOLUTION APPROPRIATING A 1% ONE-TIME BONUS OF
\$432.00 FOR DRUG TASK FORCE CLERICAL PERSONNEL TO
BE REIMBURSED BY DRUG TASK FORCE**

BE IT RESOLVED that the Sumner County Board of County Commissioners meeting in regular session on this the 22nd day of March 2021, that this body hereby appropriates a 1% One-Time Bonus of \$432.00 for Drug Task Force clerical personnel to be reimbursed by Drug Task Force, as shown on the attachment herewith.

**2103-17 A RESOLUTION APPROPRIATING \$10,000.00 FROM COUNTY
CLERK'S DATA PROCESSING FEES RESTRICTED FUND
BALANCE FOR A NEW SERVER FOR THE BETHEL BROWN
COMMISSION CHAMBERS**

BE IT RESOLVED by the Sumner County Board of County Commissioners meeting in regular session on this the 22nd day of March 2021, that this body does hereby appropriate \$10,000.00 from County Clerk's data processing fees restricted fund balance for a new server for the Bethel Brown Commission Chambers, as shown on the attachment herewith.

**2103-18 A RESOLUTION APPROPRIATING \$22,548.49 AS PASS-
THROUGH FUNDS FOR STATE INMATE MEDICAL REIMBURSEMENT
TO THE BUDGET OF THE SUMNER COUNTY SHERIFF'S OFFICE**

BE IT RESOLVED by the Sumner County Board of County Commissioners meeting in regular session on this the 22nd day of March 2021, that this body hereby appropriates \$22,548.49 as pass-through funds for state inmate medical reimbursement to the budget of the Sumner County Sheriff's Office, as shown on the attachment herewith.

**2103-19 A RESOLUTION DOCKETING HIGHWAY/PUBLIC WORKS
FUND ANALYSIS FOR THE FISCAL YEAR 2020-2021**

BE IT RESOLVED by the Sumner County Board of County Commissioners meeting in regular session on this the 22nd day of March 2021, that this body does hereby docket in its records the Highway/Public Works Fund Analysis for the fiscal year 2020-2021, as shown on the attachment herewith.

**2103-20 A RESOLUTION DOCKETING SUMNER COUNTY BOARD OF
EDUCATION SCHOOL FUND BUDGET AMENDMENTS FOR THE
FISCAL YEAR 2020-2021**

BE IT RESOLVED by the Sumner County Board of County Commissioners meeting in regular session on this the 22nd day of March 2021, that this body does hereby docket in its records the Sumner County Board of Education School Fund Budget Amendments for the fiscal year 2020-2021, as shown on the attachment herewith.

**2103-21 A RESOLUTION APPROVING THE FISCAL YEAR 2020-2021
SUMNER COUNTY BOARD OF EDUCATION GENERAL
PURPOSE SCHOOL FUND BUDGET AMENDMENTS**

BE IT RESOLVED by the Sumner County Board of County Commissioners meeting in regular session on this the 22nd day of March 2021, that this body does hereby approve the 2020-2021 Sumner County Board of Education General Purpose School Fund budget amendments, as shown on the attachment herewith.

Tax Refunds

Jeffrey and Nancy Wilson	\$753.00
--------------------------	----------

Chairman Langford declared the items on the Consent Agenda approved by unanimous voice vote of the body upon motion by Commissioner Krueger, seconded by Commissioner Ring.

REPORT FROM COUNTY OFFICIALS

County Officials filed the following reports: County Investments, County General Fund, County Debt Service Fund, County Highway Fund, County Capital Outlay Fund, School General Purpose Fund, School Federal Projects Fund, School Food Service Fund, Employee Health Insurance Trust Fund, Employee Dental Insurance Trust Fund, Casualty Insurance Trust Fund, County Trustee Funds, Special Reports: County Dental Insurance Claim Payments, County Health Insurance Claim Payments, County Property Tax Collections, County EMS Billing/Collections/Balances, County Sales Tax Collections, County Wheel Tax Collections, County Tax Rates/Property Values and County School Loan Program Rates. Approval of the filing of these records does not certify to the accuracy of the documents.

Chairman Langford introduced the following resolution:

2103-NOT

**A RESOLUTION TO APPROVE AND ACCEPT
APPLICATIONS FOR NOTARIES PUBLIC POSITIONS AND
PERSONAL SURETY GUARANTORS**

WHEREAS, according to the law of the State of Tennessee, an individual must apply for the office of notary public in the county of residence, or of their principal place of business; and

WHEREAS, state statute requires personal sureties making bonds for Notaries publics to be approved by the Sumner County Commission; and

WHEREAS, said applicant must be approved by the County Commission assembled; and

WHEREAS, Bill Kemp, Sumner County Clerk, has certified according to the records of his office that the persons named on the attached listing labeled "SUMNER COUNTY NOTARY PUBLIC APPLICATIONS and SURETY GUARANTORS" have duly applied for the positions so sought; and

**BE IT FURTHER RESOLVED THAT THIS TAKE EFFECT FROM
AND AFTER PASSAGE.**

NOTARIES PUBLIC TO BE ELECTED

DEANNA ALLEN	KIRSTIE A JOHNSON
JERRETTE ALLER	PAMELA C JONES
ANGELA ANDERSON	SUSAN D KNIGHT
DIANA ARCURI	MAGDALENA KOEHLER
JEFFREY D ATHOE	TERESA LINDSEY
DIANE R BABBITT	LISA M LUKACIC
KIMBERLY BAKER	ANGELA MARLAR
DEBORAH L BAXTER	CARI MARTINO
J. MIRANDA BELOTE	AMANDA MATACALE
TAMMY BLACKWELL	AMBER D MCNABB
M. V. BROOKS-PALMER	KENNETH MILLER
MICHELE BUTLER	SHERRY MITCHELL
ANGELA B BYRD	JESSICA MORGAN
TINA CARMACK	CONNIE S MOSS
VIDELLA MARIE CARTER	ZENA R PARKS
STEVEN J CARTER	LAKEIA PATTERSON
NICOLE L CHADWELL	DESWYN PRENTICE
JANET L CHAMBERS	MICHAELA PROCTER
TINA CLAIBORNE	KATHERINE ANN PTASINSKI
ASHLEY CONOVER	RICHARD O RICHARD
EUGENE CONYER	BRITTANY RICHEY
RANDY CRAWFORD	L DARLENE ROBERTSON
JENNIFER CURLEY	MELISSA D ROGERS
DWIGHT N DAVIS SR	ANGELA ROWE
BRENDA DURRETT	KELLY J SANFORD
LAURA DYE	KATHY A SCHMIDT
MELINDA DYER	MICHELLE M SEIBERT
MARGARET JANE EAGLES	JOY E SISK
SHEILA D EWING-AGNEW	DANIELLE ANTOINETTE SPENCER
TAMARA FARQUER	AYANNA STANCLÉ
TIMOTHY D FERGUSON	MICHAEL L SUTHERLAND
TONIESHA FRIDAY	SHAINA TALLEY
RANDALL FRIEND	JEROME W TRICE

KEVIN LEE FULLER	DIANNE D TUBBS
MONTSEERRAT GARCIA	TIFFANY TUCK
JOHNNY C GARRETT	SANDRA LEE TURNER
ANNETTA P GREGORY	DARLENE J WIGGINS
LINDSEY GRIZZARD	ANITA WOODALL
APRIL GUIDRY	DONALD WOODS
SHAMEKA HARBISON	PENNY M YARDLEY
KATHY D HAYNES	DONNA J YOUNG
DANA M HOWELL	

PERSONAL SURETY
LAWRENCE RAY WHITLEY
RICHARD A TOMPKINS

Upon motion of Commissioner Chris Taylor, seconded by Commissioner Ring, the electronic vote was recorded in the following manner:

Res 2103-NOT 3/22/2021 7:43:00 PM
YES - 23 **NO - 0** **ABS - 0**

Individual Voting Results (Yes-Y; No-N; Abstain-A; Not Voting-NV; Not Present-NP)

A Driver	- Y	B Geminden	- Y	B Ring	- Y
B Stewart	- Y	C Krueger	- Y	C Taylor	- Y
Chr. Langford	- Y	D Dewitt	- Y	D Sullivan	- Y
G Rhodes	- Y	J Becker	- Y	J Foster	- Y
J Mansfield	- Y	J Nipper	- Y	L Hinton	- NP
L Schell	- Y	L Tinsley	- Y	M Guthrie	- Y
M Hyde	- Y	M Taylor	- Y	P Goode	- Y
S Graves	- Y	S Tucker	- Y	T Wright	- Y

Chairman Langford declared the unanimous election of Notaries Public by the body.

COMMITTEE ON COMMITTEES

Commissioner Goode announced the following appointments to the Airport Authority:

- Recommendation of Curtis Rogers to replace Jack Patterson who resigned, term ends July 2025
- Daisy Casey

Upon motion of Commissioner Goode, seconded by Commissioner Sullivan, the Commission voted to approve the appointments. Commissioners Moe Taylor and Mansfield voted against.

Commissioner Goode announced the appointment to the Equalization Board was deferred. He stated that County Mayor Anthony Holt has requested that anyone with recommendations to serve on the board contact him.

Commissioner Goode reported on the Resource Authority's increased intake since 2010, a change in layout to help reduce wait times and a possible rate increase to fund an expansion. There was discussion among several commissioners as to when the last rate increase occurred.

HIGHWAY COMMISSION

There was no report from the Highway Commission.

EDUCATION COMMITTEE

Commissioner Sullivan reported that a joint meeting was held with Budget Committee and funds were allocated for a 1% one time bonus for all classified employees. He also said there was discussion about the bond for school projects that will be addressed under the Budget Committee report.

GENERAL OPERATIONS COMMITTEE

Commissioner Schell gave a quick update on the completion of the jail pods. Punch list is being completed and will send invitations for ribbon cutting ceremony as soon as scheduled. She also reported that construction fence has gone up around justice center site.

EMERGENCY SERVICES COMMITTEE

There was no report from the Emergency Services Committee.

FINANCIAL MANAGEMENT

Commissioner Becker reported on the approval of the bond that will be reported under Budget Committee.

LEGISLATIVE COMMITTEE

Commissioner Ring introduced the following resolution and moved for approval; Commissioner Krueger seconded the motion.

**2103-04 A RESOLUTION TO URGE THE GENERAL ASSEMBLY TO
OPPOSE HB366 RELATING TO THE DEDICATION
OF RIGHTS-OF-WAY**

WHEREAS, many counties in Tennessee are experiencing substantial rates of growth and development and the costs of such growth are often borne by the local governments; and

WHEREAS, as part of the development process, regional planning commissions and local governments currently require developers to dedicate rights-of-way as a condition of approving the development so that such rights-of-way may be used by the local governments for future road and utility improvements which provide a direct benefit to such property; and

WHEREAS, HB366 would prohibit local governments from requiring dedications of rights-of-way as a condition of plat approval and would instead require local governments to purchase the needed rights-of-way; and

WHEREAS, requiring local governments to purchase the land, which would otherwise have been under their control, will result in a substantial mandatory recurring cost to local governments; and

WHEREAS, the Tennessee General Assembly Fiscal Review Committee estimated that the cost to local governments would be in excess of \$1,000,000 annually; and

WHEREAS, HB366 would result in local government taxpayers subsidizing private developers.

NOW, THEREFORE, BE IT RESOLVED, by the Sumner County Board of Commissioners meeting in regular session this the 22nd day of March 2021, that the Tennessee General Assembly is strongly urged to oppose this legislation; and

BE IT FURTHER RESOLVED, that the Law Director shall mail certified copies of this resolution to the members of the Tennessee General Assembly representing the people of Sumner County.

Chairman Langford declared the resolution approved by unanimous voice vote of the body.

Commissioner Ring introduced the following resolution and moved for approval; Commissioner Sullivan seconded the motion.

2103-05 A RESOLUTION REQUESTING THE TVA UTILIZE PROPOSED ROUTES OUTSIDE OF THE DESHEA CREEK AND SHILOH COMMUNITIES FOR PLACEMENT OF HIGH VOLTAGE POWER LINES SUCH THAT THEY DO NO ECONOMIC, ENVIRONMENTAL, HISTORICAL OR CULTURAL HARM TO SENSITIVE SITES WITHIN SUMNER COUNTY

WHEREAS, the residents of the Deshea Creek and Shiloh Communities request TVA utilize the proposed routes outside of these subdivisions and give thoughtful consideration to future placement of High Voltage Power Lines such that they do no harm, (economic, environmental, historical or cultural) to other sensitive sites within Sumner County and

WHEREAS, the TVA states in their Service Commitment, "We serve the people of the Tennessee Valley by focusing on three key areas: energy, environment and economic development. Environmental stewardship is an important part of TVA's mission of service. We are committed to protecting the Valley's natural resources, as well as its historical and cultural heritage."; and

WHEREAS, the above stated subdivisions and similar sites within the county are precise representations of "the Valley's natural resources, as well as historical and cultural heritage" in that protected animals, such as Federally Endangered bats, threatened Salamanders and plant species, including the Least Trillium and Spring Blue-eyed Mary; and

WHEREAS, these species are known to be present within the Deshea Creek Community, as well as areas of historical and cultural importance, including Native American and pre-civil war settlements, churches, cemeteries, early buffalo traces which become wagon roads later as well as WWII training areas; and

WHEREAS, Sumner County residents recognize the importance of economic development, believing it can be accomplished balancing the historical, cultural charm with natural resources of Gallatin and Sumner County, while protecting the ecologically diverse areas of Sumner County; and

WHEREAS, the TVA has stated their commitment to protect natural, historical and cultural resources, yet TVA transmission lines in these areas break the commitment they have set forth.

THEREFORE, BE IT RESOLVED that this body, on behalf of its citizens, pray, that the TVA remember their rich heritage of service and commitment to not only the provision of power but protection of resources and the "greater good"; and

BE IT FURTHER RESOLVED, by the Board of County Commissioners of Sumner County, Tennessee meeting in Regular Session this the 22nd day of March, 2021 that this body hereby requests that TVA seek an alternate route that does no harm to sites such as stated above; and

BE IT FURTHER RESOLVED, that this body directs the Law Director to send copies of this resolution to the TVA's representative, Civil Engineer, Robert C. Nidiffer, P.E. at 1101 Market Street Chattanooga, TN 37402, MR 4G-C, as well as Sumner County State and Federal delegates.

There was discussion in favor of this resolution by Commissioner Graves and Mansfield. Commissioner Becker asked about the timeline for the TVA to make a decision on which route will be used. Without objection, Chairman Langford suspended the rules to allow Shannon Scott, TVA representative to speak. Ms. Scott stated that it would be several months before a decision is made.

Commissioner Driver spoke in favor of this resolution. Commissioner Sullivan asked if there were any other options being considered by TVA. Without objection, Chairman Langford suspended the rules to allow Ms. Scott to answer. Ms. Scott stated that there are no other routes being studied other than the two proposed.

Chairman Langford declared the Resolution approved by unanimous voice vote of the body.

BUDGET COMMITTEE

Commissioner Chris Taylor introduced the following resolution and moved for approval; Commissioner DeWitt seconded the motion.

**2103-06 A RESOLUTION ACCEPTING THE LOCAL GOVERNMENT
RECOVERY AND REBUILDING DIRECT APPROPRIATION GRANTS**

BE IT RESOLVED by the Sumner County Board of County Commissioners meeting in regular session on this the 22nd day of March 2021, that this body hereby accepts the Local Government Recovery and Rebuilding Direct Appropriation Grants, as shown on the attachment herewith.

Chairman Langford recognized Commissioner Graves who expressed his appreciation for the attention to county roads which are on bad shape. Commissioner Moe Taylor stated he would like to see more of the money used for small businesses and helping citizens. Commissioner Mansfield stated he is opposed to the resolution. County Mayor Anthony

Holt explained that there are strict limitations on how the money is to be spent and has to be tied to public safety.

Chairman Langford declared the resolution approved 21-2-0 by voice vote of the body. Commissioners Mansfield and Moe Taylor voted against.

Commissioner Chris Taylor introduced the following resolution and moved for approval; Commissioner Foster seconded the motion.

2103-07 A RESOLUTION APPROPRIATING UP TO \$215,000.00 FROM CAPITAL PROJECTS FUND FOR ADDING A BAY FOR SERVICE AND LIFT AT 501 ODOMS BEND ROAD, FOR MAINTENANCE AND EQUIPMENT NEEDS FOR MOWING SEASON, AND PARKING LOT IMPROVEMENTS AT THE CAIRO TRAINING FACILITY (1570 CAIRO ROAD) AND AT 501 ODOMS BEND ROAD

BE IT RESOLVED by the County Board of Commissioners of Sumner County, Tennessee, meeting in regular session on this 22nd day of March 2021, that this body hereby appropriates up to \$215,000.00 from capital projects fund for adding a bay for service and lift at 501 Odoms Bend Road, for maintenance and equipment needs for mowing season, and parking lot improvements at the Cairo Training Facility (1570 Cairo Road) and at 501 Odoms Bend Road, as shown on the attachment herewith.

After discussion, the electronic vote was recorded in the following manner:

Res 2103-07 3/22/2021 8:23:44 PM
YES - 23 **NO - 0** **ABS - 0**

Individual Voting Results (Yes-Y; No-N; Abstain-A; Not Voting-NV; Not Present-NP)

A Driver	- Y	B Geminden	- Y	B Ring	- Y
B Stewart	- Y	C Krueger	- Y	C Taylor	- Y
Chr. Langford	- Y	D Dewitt	- Y	D Sullivan	- Y
G Rhodes	- Y	J Becker	- Y	J Foster	- Y
J Mansfield	- Y	J Nipper	- Y	L Hinton	- NP
L Schell	- Y	L Tinsley	- Y	M Guthrie	- Y
M Hyde	- Y	M Taylor	- Y	P Goode	- Y
S Graves	- Y	S Tucker	- Y	T Wright	- Y

Chairman Langford declared Resolution 2103-07 approved by the body.

Commissioner Chris Taylor introduced the following resolution and moved for approval; Commissioner Ring seconded the motion.

2103-08 A RESOLUTION AUTHORIZING TRANSFERS BETWEEN MAJOR CATEGORIES FOR THE CARES (COVID19) GRANTS

BE IT RESOLVED by the Sumner County Board of County Commissioners meeting in regular session on this the 22nd day of March 2021, that this body does hereby authorize transfers between major categories for the CARES (COVID19) Grants, as shown on the attachment herewith.

Chairman Langford declared the resolution approved (21-2-0) upon voice vote by the body. Commissioners Mansfield and Moe Taylor voted against.

Commissioner Chris Taylor introduced the following resolution and moved for approval; Commissioner Kreuger seconded the motion.

2103-09 A RESOLUTION AUTHORIZING THE ISSUANCE, IN ONE OR MORE SERIES, OF GENERAL OBLIGATION SCHOOL AND PUBLIC IMPROVEMENT BONDS OF SUMNER COUNTY, TENNESSEE, IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$90,250,000 FOR THE PURPOSE OF FINANCING SCHOOL PROJECTS AND REFUNDING OUTSTANDING BONDS FOR DEBT SERVICE SAVINGS; MAKING PROVISION FOR THE ISSUANCE, SALE AND PAYMENT OF SAID BONDS; ESTABLISHING THE TERMS THEREOF AND THE DISPOSITION OF PROCEEDS THEREFROM; AND PROVIDING FOR THE LEVY OF TAXES FOR THE PAYMENT OF PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS.

WHEREAS, pursuant to Sections 49-3-1001, et seq., inclusive, Tennessee Code Annotated, as amended (the "School Bond Act"), counties in Tennessee are authorized through their respective governing bodies to issue and sell bonds of said counties to finance school projects; and

WHEREAS, the Board of County Commissioners (the "Governing Body") hereby adopts this resolution in part for the purpose of authorizing the issuance of general obligation school bonds under the School Bond Act in an aggregate principal amount not to exceed \$52,250,000 for the purpose of (A) financing the (i) design, site development, constructing, improving, renovating and equipping of schools in the County; (ii) acquisition of all property real and personal, appurtenant thereto, or connected with such school projects and construction of related infrastructure for the schools; (iii) payment of legal, fiscal, administrative, architectural and engineering costs incident thereto; (iv) reimbursement to the County for funds previously expended for the foregoing, if any; and (v) payment of costs incident to the issuance and sale of the school bonds authorized herein; (B) establishing the terms of such school bonds; and (C) providing for the levy of a tax for the payment of principal thereof, premium, if any, and interest on such school bonds; and

WHEREAS, the County has previously issued and there is currently outstanding its General Obligation Refunding Bonds, Series 2011, dated May 17, 2011, maturing June 1, 2022 and June 1, 2023, and its General Obligation School and Public Improvement Bonds, Series 2013, dated June 7, 2013 maturing December 1, 2022 and December 1, 2023 (the "Outstanding Bonds") issued pursuant to the School Bond Act and Sections 9-21-101 et seq., Tennessee Code Annotated (the "Local Government Public Obligations Act" or the "LGPOA"); and

WHEREAS, counties in Tennessee are authorized by the LGPOA to issue, by resolution, bonds to refund, redeem or make principal and interest payments on their bonds, notes or other obligations previously issued under the School Bond Act and/or the LGPOA; and

WHEREAS, the Board of County Commissioners of the County has determined that all or a portion of the Outstanding Bonds can be refunded through the issuance of refunding bonds in an aggregate principal amount not to exceed \$38,000,000, which will result in a cost savings for the public; and

WHEREAS, the plan of said refunding has been submitted to the Director of the Division of Local Government Finance as required by Section 9-21-903, Tennessee Code Annotated, and said report on the plan of refunding has been issued and is attached hereto as Exhibit A; and

WHEREAS, the Board of County Commissioners of the County has determined that in order to provide the funds necessary to accomplish the purposes set forth above, it is necessary to issue general obligation school and public improvement bonds of the County.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Sumner County, Tennessee, as follows:

Section 1. Authority. The bonds authorized by this resolution for School Projects (as defined below) are issued pursuant to the School Bond Act in an amount not to exceed \$52,250,000, and the bonds authorized by this resolution for refunding the Outstanding Bonds are issued pursuant to the LGPOA in an amount not to exceed \$38,000,000.

Section 2. Definitions. In addition to the terms defined above, the following terms shall have the following meanings in this resolution unless the text expressly or by necessary implication requires otherwise:

- (a) "Bonds" means the General Obligation School and Public Improvement Bonds authorized in this Resolution.
- (b) "Book-Entry Form" or "Book-Entry System" means a form or system, as applicable, under which physical bond certificates in fully registered form are issued to a Depository, or to its nominee as Registered Owner, with the certificate of bonds being held by and "immobilized" in the custody of such Depository, and under which records maintained by persons, other than the County or the Registration Agent, constitute the written record that identifies, and records the transfer of, the beneficial "book-entry" interests in those bonds.
- (c) "Code" means the Internal Revenue Code of 1986, as amended, and all regulations promulgated under the Code.
- (d) "County" means Sumner County, Tennessee.
- (e) "Debt Management Policy" means the Debt Management Policy adopted by the Governing Body.
- (f) "Depository" means any securities depository that is a clearing agency under federal laws operating and maintaining, with its participants or otherwise, a Book-Entry System, including, but not limited to, DTC.
- (g) "DTC" means the Depository Trust Company, a limited purpose company organized under the laws of the State of New York, and its successors and assigns.
- (h) "DTC Participant(s)" means securities brokers and dealers, banks, trust companies and clearing corporations that have access to the DTC System.
- (i) "Escrow Agent" means the escrow agent appointed by the County Mayor, or its successor;
- (j) "Municipal Advisor" means Oakdale Municipal Advisors.
- (k) "Placement Agent" means the placement agent for the Bonds, if a negotiated, direct placement is utilized to sell the Bonds, as selected by the County Mayor as provided herein.

(l) "Refunding Escrow Agreement" shall mean a Refunding Escrow Agreement, dated as of the date of a series of Bonds, to be entered into by and between the County and the Escrow Agent, in the form of the document attached hereto and incorporated herein by this reference as Exhibit C, subject to such changes therein as shall be permitted by Section 14 hereof;

(m) "Registration Agent" means the registration and paying agent for the Bonds, or such successor, appointed by the County Mayor pursuant to Section 4 of this Resolution.

(n) "Resolution" means this resolution adopted by the Governing Body authorizing the issuance and sale of the Bonds.

(o) "School Projects" means the (i) design, site development, constructing, improving, renovating and equipping of schools in the County; (ii) acquisition of all property real and personal, appurtenant thereto, or connected with such school projects and construction of related infrastructure for the schools; and (iii) payment of legal, fiscal, administrative, architectural and engineering costs incident to the School Projects.

(p) "Underwriter" means the original purchaser of the Bonds if a negotiated, public sale is utilized to sell the Bonds, as selected by the County Mayor as provided herein.

Section 3. Findings of the Governing Body; Compliance with Debt Management Policy. It is hereby found and determined by the Governing Body that the issuance and sale of the Bonds is in compliance with the Debt Management Policy.

Section 4. Authorization and Terms of the Bonds.

(a) For the purpose of providing funds to (i) finance the School Projects, including the reimbursement of the County for funds previously

expended for the School Projects, if any, (ii) refund the Outstanding Bonds, and (iii) pay the costs incident to the issuance and sale of the Bonds, as more fully set forth in Section 9 hereof, there are hereby authorized to be issued bonds, in one or more series, of the County in an aggregate principal amount not to exceed \$90,250,000. The Bonds shall be issued in fully registered, book-entry only form (except as otherwise permitted herein), without coupons, shall be issued in one or more series, shall be known as "General Obligation School and Public Improvement Bonds" and shall have such series designation and dated date as shall be determined by the County Mayor pursuant to Section 8 hereof. The rate or rates on the Bonds shall not exceed five percent (5%) per annum. Interest on the Bonds shall be payable not less frequently than semi-annually, as established pursuant to Section 8. The Bonds shall be issued initially in not less than \$5,000 denominations or integral multiples thereof, as shall be requested by the original purchaser. The Bonds shall mature, either serially or through mandatory redemption on an annual basis, with any Bonds issued to refund the Outstanding Bonds maturing in the same years as the Outstanding Bonds and with any Bonds issued to finance the School Projects maturing over not more than 20 years, commencing in 2022, all as shall be established pursuant to Section 8. Estimates of debt service savings and issuance costs related to the refunding of the Outstanding Bonds are included in the refunding report attached hereto as Exhibit A. Estimates of debt service and issuance costs for the financing of the School Projects are attached hereto as Exhibit B.

(b) Subject to the adjustments permitted by Section 8 hereof, the Bonds maturing on and after December 1, 2032 and thereafter shall be subject to redemption at the option of the County on December 1, 2031 and thereafter,

at any time, in whole or in part, at a price of par, plus accrued interest, to the redemption date. If less than all the Bonds of such series shall be called for redemption, the maturities to be redeemed shall be selected by the Governing Body in its discretion. If less than all of the Bonds within a single maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

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

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

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

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

(d) Notice of call for redemption, whether optional or mandatory, shall be given by the Registration Agent on behalf of the County not less than twenty (20) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for redemption of any of the Bonds

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

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

(f) The Bonds shall be payable, both principal and interest, in lawful money of the United States of America at the main office of the Registration Agent. The Registration Agent shall make all interest payments with respect to the Bonds by check or draft on each interest payment date directly to the registered owners as shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by depositing said payment in the United States mail, postage prepaid, addressed to such owners at their addresses shown on said Bond registration records, without, except for final payment, the presentation or surrender of such registered Bonds, and all such payments shall discharge the obligations of the County in respect of such Bonds to the extent of the payments so made.

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

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

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

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

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

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

In the event that (1) DTC determines not to continue to act as securities depository for the Bonds or (2) the County determines that the continuation of the Book-Entry System of evidence and transfer of ownership of the Bonds would adversely affect their interests or the interests of the Beneficial Owners of the Bonds, the County shall discontinue the Book-Entry System with DTC. If the County fails to identify another qualified securities depository to replace DTC, the County shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully registered Bonds to each Beneficial Owner.

If the purchaser of the Bonds, or any series thereof, does not intend to reoffer the Bonds to the public, then the County Mayor and the purchaser may agree that the Bonds be issued in the form of fully-registered certificated Bonds and not utilize the Book-Entry System.

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

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

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

(m) In case any Bond shall become mutilated, or be lost, stolen, or destroyed, the County, in its discretion, shall issue, and the Registration Agent, upon written direction from the County, shall authenticate and deliver, a new Bond of like tenor, amount, maturity and date, in exchange and substitution for, and upon the cancellation of, the mutilated Bond, or in lieu of and in substitution for such lost, stolen or destroyed Bond, or if any such Bond shall have matured or shall be about to mature, instead of issuing a substituted Bond the County may pay or authorize payment of such Bond without surrender thereof. In every

case the applicant shall furnish evidence satisfactory to the County and the Registration Agent of the destruction, theft or loss of such Bond, and indemnity satisfactory to the County and the Registration Agent; and the County may charge the applicant for the issue of such new Bond an amount sufficient to reimburse the County for the expense incurred by it in the issue thereof.

Section 5. Source of Payment. The Bonds shall be payable from and secured by 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.

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
Number _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF TENNESSEE
COUNTY OF SUMNER
GENERAL OBLIGATION SCHOOL AND PUBLIC IMPROVEMENT BOND, SERIES _____

Interest Rate: Maturity Date: Date of Bond: CUSIP No:

Registered Owner: CEDE & CO.

Principal Amount:

FOR VALUE RECEIVED, Sumner County, Tennessee (the "County") hereby promises to pay to the registered owner hereof, hereinabove named, or registered assigns, in the manner hereinafter provided, the principal amount hereinabove set forth on the maturity date hereinabove set forth (or upon earlier redemption as set forth herein), and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on said principal amount at the annual rate of interest hereinabove set forth from the date hereof until said maturity date or redemption date, said interest being payable on _____, and semi-annually thereafter on the first day of _____ and _____ 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 designated corporate trust office of _____ Bank, _____, Tennessee, 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.

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

Bonds of the issue of which this Bond is one maturing _____ through _____, shall mature without option of prior redemption, and Bonds maturing _____ and thereafter shall be subject to redemption prior to maturity at the option of the County on _____ and thereafter, as a whole or in part, at any time, at the redemption price of par plus interest accrued to the redemption date.

If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be designated by the Board of County Commissioners of the County, in its discretion. If less than all the principal amount of the Bonds of a maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

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

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

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

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

*Final Maturity

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

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

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

This Bond is transferable by the registered owner hereof in person or by such owner's attorney duly authorized in writing at the designated 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 for: (i) financing capital improvement to County school facilities, (ii) refunding the County's outstanding General Obligation Refunding Bonds, Series 2011, dated May 17, 2011, maturing June 1, 2022 and June 1, 2023, and its General Obligation School and Public Improvement Bonds, Series 2013, dated June 7, 2013 maturing December 1, 2022 and December 1, 2023, and (iii) paying costs incurred in connection with the issuance and sale of the bonds, under and in full compliance with the constitution and statutes of the State of Tennessee, including Sections 49-3-1001, et seq., Tennessee Code Annotated and Sections 9-21-101, et seq., Tennessee Code Annotated, and pursuant to a resolution duly adopted by the Board of County Commissioners of the County on _____, 2021 (the "Resolution").

This Bond is payable from and secured by unlimited ad valorem taxes to be levied on all taxable 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. 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) 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 (b) 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 and attested by its County Clerk under the corporate seal of the County, all as of the date hereinabove set forth.

SUMNER COUNTY

BY: _____
County Mayor

(SEAL)

ATTESTED:

County Clerk

Transferable and payable at the designated corporate trust office of: _____, Tennessee

Date of Registration: _____

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

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 Sumner County, Tennessee, and does hereby irrevocably constitute and appoint _____, attorney, to transfer the said Bond on the records kept for registration thereof with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Signature guaranteed:

NOTICE: Signature(s) must be guaranteed by a member firm of a Medallion Program acceptable to the Registration Agent.

Section 7. Pledge and Levy of Tax. The County, through its Governing Body, shall annually levy and collect a tax upon all taxable property within the County, in addition to all other taxes authorized by law, sufficient to pay principal of, premium, if any, and interest on the 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 and interest coming due on the Bonds in said year. Principal 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 any appropriations from other funds, taxes and revenues of the County, to the payment of debt service on the Bonds.

Section 8. Sale of Bonds.

(a) The Bonds or any series thereof shall be sold either by (i) competitive sale, (ii) negotiated sale to the public markets via an Underwriter or (ii) direct placement to one or more purchasers via a Placement Agent, in any case at a price of not less than 98% of par, as shall be determined by the County Mayor and the Director of Finance of the County, in consultation with the Municipal Advisor; provided that, as required by the School Bond Act, any series of Bonds which includes funding for the School Projects shall be sold by competitive sale. The sale of the Bonds, or any series thereof, shall be binding on the Municipality, and no further action of the Governing Body with respect thereto shall be required.

(b) If any series of Bonds is sold at competitive public sale, the County Mayor is authorized to award such series of Bonds to the bidder whose bid

results in the lowest true interest cost to the County. If any series of Bonds is sold at negotiated sale to an Underwriter, the County Mayor is authorized to select the Underwriter, in consultation with the Director of Finance and the Municipal Advisor, and to execute a Bond Purchase Agreement with the Underwriter, detailing the terms of the sale. The Bond Purchase Agreement shall be in substantially the form attached hereto as Exhibit D, together with such changes and may be approved by the County Mayor consistent with the terms hereof. If any series of Bonds is sold by direct placement through a Placement Agent, the County Mayor is authorized to select the Placement Agent, in consultation with the Director of Finance and the Municipal Advisor, and to execute a Bond Placement Agreement with the Placement Agent and, if applicable, the purchasers of the Bonds, detailing the terms of the sale. The Bond Placement Agreement shall be in substantially the form attached hereto as Exhibit E, together with such changes and may be approved by the County Mayor consistent with the terms hereof. If sold by direct placement, the County Mayor is authorized to execute a covenant agreement and other documentation required by the purchasers as may be required as a condition to purchasing the Bonds, provided any such agreements shall not be in conflict with this resolution. No Bonds shall be sold by negotiated sale or direct placement unless such sale has been approved by the Director of the Division of Local Government Finance.

(c) If the Bonds are sold in more than one series, the County Mayor, in consultation with the Municipal Advisor and the Director of Finance of the County, is authorized to establish the principal amount of such series, so long as (i) the total principal amount of all series issued does not exceed the maximum par amount set forth herein, and (ii) the total principal amount of Bonds allocable to the financing of the School Projects, and the issuance costs attributable thereto, shall not exceed \$52,250,000.

(d) The County Mayor, in consultation with the Municipal Advisor and the Director of Finance of the County, is further authorized with respect to each series of Bonds to:

(1) change the dated date of the Bonds or any series thereof, to a date other than the date of issuance of the Bonds;

(2) change the designation of the Bonds, or any series thereof, to a designation other than "General Obligation School and Public Improvement Bonds" and to specify the series designation of the Bonds, or any series thereof;

(3) establish the interest payment dates for the Bonds or any series thereof, provided that the first interest payment date is not later than twelve months from the dated date of such series of Bonds;

(4) establish the principal and interest payment dates and the maturity amounts of the Bonds, or any series thereof (including, but not limited to, establishing the date and year of the first principal payment date) within the parameters set forth in Section 4(a);

(5) remove and adjust the optional redemption provisions; and

(6) sell the Bonds, or any series thereof, or any maturities thereof as Term Bonds with mandatory redemption requirements corresponding to the maturities set forth herein or as otherwise determined by the County Mayor, as he, in consultation with the Municipal Advisor and the Director of Finance of the County, shall deem most advantageous to the County.

The form of the Bond set forth in Section 6 hereof, shall be conformed to reflect any changes made pursuant to this Section 8 hereof.

(e) The County Mayor, in consultation with the Municipal Advisor and the Director of Finance of the County, is authorized to sell

the Bonds, or any series thereof, simultaneously with any other bonds or notes authorized by resolution or resolutions of the Governing Body. The County Mayor, in consultation with the Municipal Advisor and the Director of Finance of the County, is further authorized to sell the Bonds, or any series thereof, as a single issue of bonds with any other bonds with substantially similar terms authorized by resolution or resolutions of the Governing Body, in one or more series as he shall deem to be advantageous to the County and in doing so, the County Mayor is authorized to change the designation of the Bonds to a designation other than “General Obligation School and Improvement Bonds”; provided, however, that the total aggregate principal amount of combined bonds to be sold does not exceed the total aggregate principal amount of Bonds authorized by this resolution or bonds authorized by any other resolution or resolutions adopted by the Governing Body.

(f) The County Mayor, the County Clerk and the Director of Finance of the County, or any of them, are authorized to cause the Bonds to be authenticated and delivered by the Registration Agent to the purchasers thereof and to execute, publish, and deliver all certificates and documents, including an official statement and closing certificates, as they shall deem necessary in connection with the sale and delivery of the Bonds. The contract with the Municipal Advisor, for municipal advisory services in connection with the sale of the Bonds and the contract with Bass, Berry & Sims PLC to serve as bond counsel in connection with the Bonds, each previously approved by the Financial Management Committee as required by the Debt Management Policy, are attached to the Resolution as Exhibit F and Exhibit G, respectively.

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

(a) If a series of Bonds is issued for the purpose of refunding any Refunded Bonds, then an amount of such series of Bonds, which together with legally available funds of the County, if any, and investment earnings thereon, will be sufficient to pay principal of and interest on the Refunded Bonds through the redemption date therefor shall be transferred to the Escrow Agent under the Refunding Escrow Agreement to be deposited to the escrow fund established thereunder to be held and applied as provided therein; provided that said amounts may be deposited directly with the paying agent for the Refunded Bonds, if the issuance of such series of Bonds occurs no earlier than 20 days prior to the first optional redemption date for such Refunded Bonds.

(b) Any remaining proceeds from the sale of a series of Bonds that includes no funding for the School Projects shall be deposited in one or more funds identified by the Director of Finance for the County and applied to the payment of costs of issuing the Bonds, with any excess proceeds to be transferred to the Debt Service Fund to be used to pay interest on the Bonds.

(c) If a series of Bonds is issued for the purpose of financing the School Projects, then any remaining proceeds of the sale of the Bonds shall be paid to the County Trustee to be deposited with a financial institution regulated by the Federal Deposit Insurance Corporation or similar or successor federal agency in a special fund known as the School Construction Fund (the “School Construction Fund”) to be kept separate and apart from all other funds of the County. The funds in the School Construction Fund shall be disbursed solely to pay the costs of the School Projects, including necessary legal, accounting, engineering, architectural and fiscal expenses, Bond issuance costs and other necessary miscellaneous expenses incurred in connection with the School Projects and the issuance of the Bonds. Moneys in the School Construction Fund shall be invested as directed by the County Trustee in such investments as shall be permitted by applicable law. The earnings on the School

Construction Fund shall be retained therein, or to the extent permitted by applicable law, paid to the debt service fund to be used to pay interest on the Bonds allocable to the School Projects. To the extent permitted by applicable law, any remaining funds in the School Construction Fund after completion of the School Projects shall be transferred to the Debt Service Fund to be used to pay interest on the Bonds.

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

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

Notwithstanding the foregoing, no Official Statement is required to be prepared if the Bonds, or any series thereof, are purchased by a purchaser that certifies that such purchaser intends to hold the Bonds, or any series thereof, for its own account and has no present intention to reoffer the Bonds, or any series thereof.

Section 11. Federal Tax Matters Related to the Bonds. The County recognizes that the purchasers and holders of the Bonds will have accepted them on, and paid therefor a price that reflects, the understanding that interest thereon is excluded from gross income for purposes of federal income taxation under laws in force on the date of delivery of the Bonds. Accordingly, the County agrees that it shall take no action that may render the interest on any of said Bonds subject to federal income taxation. It is the reasonable expectation of the Governing Body that the proceeds of the Bonds will not be used in a manner which will cause the Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Internal Revenue Code of 1986, as amended (the "Code"), including any lawful regulations promulgated or proposed thereunder, and to this end the said proceeds of the Bonds and other related funds established for the purposes herein set out, shall be used and spent expeditiously for the purposes described herein. The Governing Body further covenants and represents that in the event it shall be required by Section 148(f) of the Code to pay any investment proceeds of the Bonds to the United States government, it will make such payments as and when required by said Section and will take such other actions as shall be necessary or permitted to prevent the interest on

the Bonds from becoming subject to inclusion in the gross income for purposes of federal income taxation. The County Mayor and the Director of Finance of the County are authorized and directed to make such certifications in this regard in connection with the sale of the Bonds as any or all shall deem appropriate, and such certifications shall constitute a representation and certification of the County. Following the issuance of the Bonds, the Director of Finance of the County is directed to administer the County's Federal Tax Compliance Policies and Procedures with respect to the Bonds.

Notwithstanding the foregoing or anything else in the Resolution to the contrary, the County Mayor may cause a series of Bonds to be issued on a federally taxable basis for the purpose of refunding all or a portion of the Refunded Bonds more than 90 days prior to the redemption date thereof, if the County Mayor, in consultation with the Director of Finance of the County and the Municipal Advisor, determines that it is in the County's best interest to do so.

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, to wit:

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

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

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

and if the County shall also pay or cause to be paid all other sums payable hereunder by the County with respect to such Bonds, or make adequate provision 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 Federal Obligations deposited as aforesaid.

Except as otherwise provided in this Section, neither Federal Obligations nor moneys deposited with the Registration Agent pursuant to this Section nor principal or interest payments on any such Federal Obligations shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal and interest on said Bonds; provided that any cash

received from such principal or interest payments on such Federal Obligations deposited with the Registration Agent, (A) to the extent such cash will not be required at any time for such purpose, shall be paid over to the County as received by the Registration Agent and (B) to the extent such cash will be required for such purpose at a later date, shall, to the extent practicable, be reinvested in Federal Obligations maturing at times and in amounts sufficient to pay when due the principal and interest to become due on said Bonds on or prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments shall be paid over to the County, as received by the Registration Agent. For the purposes of this Section, Federal Obligations shall mean direct obligations of, or obligations, the principal of and interest on which are guaranteed by, the United States of America, 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. Continuing Disclosure. The County hereby covenants and agrees that it will provide annual financial information and material event notices, to the extent required by Rule 15c2-12 of the Securities Exchange Commission for the Bonds. The County Mayor is authorized to execute at the Closing of the sale of the Bonds, an agreement for the benefit of and enforceable by the owners of the Bonds specifying the details of the financial information and material event notices to be provided and its obligations relating thereto. Failure of the County to comply with the undertaking herein described and to be detailed in said closing agreement, shall not be a default hereunder, but any such failure shall entitle the owner or owners of any of the Bonds to take such actions and to initiate such proceedings as shall be necessary and appropriate to cause the County to comply with their undertaking as set forth herein and in said agreement, including the remedies of mandamus and specific performance.

Section 14. Refunding Escrow Agreement. For the purpose of providing for the payment of the principal of and interest on the Refunded Bonds, the County Mayor is hereby authorized and directed to execute and the County Clerk to attest on behalf of the County the Refunding Escrow Agreement with the Escrow Agent. The form of the Refunding Escrow Agreement presented to this meeting and attached hereto as Exhibit C is hereby in all respects approved and the County Mayor and the County Clerk are hereby authorized and directed to execute and deliver same on behalf of the County in substantially the form thereof presented to this meeting, or with such changes as may be approved by the County Mayor and County Clerk, their execution thereof to constitute conclusive evidence of their approval of all such changes. The Escrow Agent is hereby authorized and directed to hold and administer all funds deposited in trust for the payment when due of principal of and interest on the Refunded Bonds and to exercise such duties as set forth in the Refunding Escrow Agreement.

Section 15. Notice of Refunding and Notice of Redemption. Prior to the issuance of the Bonds, or any series thereof, if required, notice of the County's intention to refund the Refunded Bonds or notice of redemption of the Refunded Bonds, shall be given by the registration agent for the Refunded Bonds. Such notices shall be in the form consistent with applicable law. The County Mayor and the County Clerk, or either of them, is hereby authorized and directed to authorize the registration agent of said Refunded Bonds to give such notice on behalf of the County in accordance with this Section.

Section 16. Reimbursement. It is reasonably expected that the County will reimburse itself for certain expenditures made by it in connection with the School Projects by issuing the Bonds. This resolution shall be placed in the minutes of the Governing Body and shall be made available for inspection by the general

public at the office of the Governing Body. This resolution constitutes a declaration of official intent under Treas. Reg. §1.150-2.

Section 17. 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 18. Separability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

Section 19. Repeal of Conflicting Resolutions and Effective Date. All other resolutions and orders, or parts thereof, in conflict with the provisions of this resolution are, to the extent of such conflict, hereby repealed and this resolution shall be in immediate effect from and after its adoption.

EXHIBIT B

School Projects – Estimated Debt Service and Costs of Issuance

Debt Service Schedule

Date	Principal	Interest	Total P+I
06/30/2022	-	658,857.47	658,857.47
06/30/2023	2,015,000.00	881,113.00	2,896,113.00
06/30/2024	2,260,000.00	844,348.00	3,104,348.00
06/30/2025	2,295,000.00	805,175.00	3,100,175.00
06/30/2026	2,335,000.00	765,357.00	3,100,357.00
06/30/2027	2,375,000.00	724,851.00	3,099,851.00
06/30/2028	2,415,000.00	683,657.00	3,098,657.00
06/30/2029	2,460,000.00	641,732.00	3,101,732.00
06/30/2030	2,500,000.00	599,076.00	3,099,076.00
06/30/2031	2,545,000.00	555,689.00	3,100,689.00
06/30/2032	2,585,000.00	511,571.00	3,096,571.00
06/30/2033	2,630,000.00	466,722.00	3,096,722.00
06/30/2034	2,675,000.00	421,099.00	3,096,099.00
06/30/2035	2,725,000.00	374,659.00	3,099,659.00
06/30/2036	2,770,000.00	327,402.00	3,097,402.00
06/30/2037	2,820,000.00	279,328.00	3,099,328.00
06/30/2038	2,865,000.00	230,437.00	3,095,437.00
06/30/2039	2,915,000.00	180,729.00	3,095,729.00
06/30/2040	2,965,000.00	130,161.00	3,095,161.00
06/30/2041	3,015,000.00	78,733.00	3,093,733.00
06/30/2042	3,070,000.00	26,402.00	3,096,402.00
Total	\$52,235,000.00	\$10,187,098.47	\$62,422,098.47

Detail Costs Of Issuance ¹

Dated 09/07/2021 | Delivered 09/07/2021

COSTS OF ISSUANCE DETAIL

Financial Advisor	\$45,155.29
Bond Counsel	\$40,317.23
Rating Agency Fee	\$28,222.06
POS/Official Statement	\$1,321.40
CUSIP	\$564.44
Registration/Paying Agent	\$806.34
TOTAL	\$116,386.76

¹ Estimated as pro-rated portion of aggregate bond issue which includes current refunding of County's Series 2013 Bonds.

EXHIBIT C

FORM OF REFUNDING ESCROW AGREEMENT

This Refunding Escrow Agreement is made and entered into as of the ____ day of _____, 2021 by and between Sumner County, Tennessee (the "County"), and _____ (the "Agent").

W I T N E S S E T H:

WHEREAS, the County has previously issued its [General Obligation Refunding Bonds, Series 2011, dated May 17, 2011, maturing June 1, 2022 and June 1, 2023, and its General Obligation School and Public Improvement Bonds, Series 2013, dated June 7, 2013 maturing December 1, 2022 and December 1, 2023] (the "Outstanding Bonds"); and

WHEREAS, the County has determined to provide for the refinancing of the Outstanding Bonds by depositing in escrow with the Agent funds as herein provided; and

WHEREAS, in order to obtain a portion of the funds to be applied as herein provided, the County has authorized and issued its General Obligation Refunding Bonds, Series 2021 (the "Refunding Bonds"); and

WHEREAS, a portion of the proceeds derived from the sale of the Refunding Bonds will be deposited, along with other available monies of the County, in escrow with the Agent hereunder and applied as herein provided; and

WHEREAS, in order to create the escrow hereinabove described, provide for the deposit of a portion of said Refunding Bond proceeds and other available monies of the County and the application thereof, and to provide for the payment of the debt service on the Outstanding Bonds, the parties hereto do hereby enter into this Agreement.

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

DIVISION I

All right, title and interest of the County in and to \$_____ (consisting of \$_____ derived from the proceeds of the sale of the Refunding Bonds and \$_____ other available monies of the County).

DIVISION II

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

DIVISION III

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

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

ARTICLE I

DEFINITIONS AND CONSTRUCTION

SECTION 1.01. Definitions. In addition to words and terms elsewhere defined in this Agreement, the following words and terms as used in this Agreement shall have the following meanings, unless some other meaning is plainly intended:

“Agent” means _____, its successors and assigns.

“Agreement” means this Refunding Escrow Agreement, dated as of the date of the Refunding Bonds, between the County and the Agent.

“County” means the Sumner County, Tennessee.

“Escrow Fund” shall have the meaning ascribed to it in Section 2.01 hereof.

“Escrow Property”, “escrow property” or “escrowed property” means the property, rights and interest of the County that are described in Divisions I through III of this Agreement and hereinabove conveyed in escrow to the Agent.

“Outstanding Bonds” has the meanings in the recitals hereto.

“Refunding Bonds” has the meanings in the recitals hereto.

“Written Request” shall mean a request in writing signed by the County Mayor of the County or by any other officer or official of the County duly authorized by the County to act in his place.

SECTION 1.02. Construction. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Words importing the singular number shall include the plural number and vice versa unless the context shall otherwise indicate. The word “person” shall include corporations, associations, natural persons and public bodies unless the context shall otherwise indicate. Reference to a person other than a natural person shall include its successors.

ARTICLE II

ESTABLISHMENT AND ADMINISTRATION OF FUNDS

SECTION 2.01. Creation of Escrow; Deposit of Funds. The County hereby creates and establishes with the Agent a special and irrevocable escrow composed of the Escrowed Property and hereby deposits with the Agent and the Agent hereby acknowledges receipt of \$_____ as described in Division I hereof. The monies so deposited, together with investment income therefrom, is herein referred to as the "Escrow Fund" and shall constitute a fund to be held by the Agent as a part of the Escrowed Property created, established, and governed by this Agreement.

SECTION 2.02. Investment of Funds. The monies described in Section 2.01 hereof shall be held or invested as follows:

- (i) the amount of \$_____ shall be used to purchase the Government Securities described on Exhibit B attached hereto; and
- (ii) the amount of \$_____ shall be held as cash in a non-interest-bearing account.

Except as provided in Sections 2.04 and 2.06 hereof, the investment income from the Government Securities in the Escrow Fund shall be credited to the Escrow Fund and shall not be reinvested. The Agent shall have no power or duty to invest any monies held hereunder or to make substitutions of Government Securities held hereunder or to sell, transfer, or otherwise dispose of the Government Securities acquired hereunder except as provided herein.

SECTION 2.03. Disposition of Escrow Funds. The Agent shall without further authorization or direction from the County collect the principal on the Government Securities promptly as the same shall fall due. From the Escrow Fund, to the extent that monies therein are sufficient for such purpose, the Agent shall make timely payments to the proper paying agent or agents, or their successors, for the Outstanding Bonds of monies sufficient for the payment of the principal of and interest on the Outstanding Bonds as the same shall become due and payable. Amounts and dates of principal and interest payments and the name and address of the paying agent with respect to the Outstanding Bonds are set forth on Exhibit A. Payment on the dates and to the paying agent in accordance with Exhibit A shall constitute full performance by the Agent of its duties hereunder with respect to each respective payment. The County represents and warrants that the Escrow Fund, if held, invested and disposed of by the Agent in accordance with the provisions of this Agreement, will be sufficient to make the foregoing payments. No paying agent fees, fees and expenses of the Agent, or any other costs and expenses associated with the Refunding Bonds or the Outstanding Bonds shall be paid from the Escrow Fund, and the County agrees to pay all such fees, expenses, and costs from its legally available funds as such payments become due. When the Agent has made all required payments of principal and interest on the Outstanding Bonds to the paying agent as hereinabove provided, the Agent shall transfer any monies or Government Securities then held hereunder to the County and this Agreement shall terminate.

SECTION 2.04. Excess Funds. Except as provided in Section 2.06 hereof, amounts held by the Agent, representing interest on the Government Securities in excess of the amount necessary to make the corresponding payment of principal and/or interest on the Outstanding Bonds, shall be held by the Agent without interest and shall be applied before any other Escrow

Fund monies to the payment of the next ensuing principal and/or interest payment on the Outstanding Bonds. Upon retirement of all the Outstanding Bonds, the Agent shall pay any excess amounts remaining in the Escrow Fund to the County.

SECTION 2.05. Reports. The Escrow Agent shall deliver to the County Clerk of the County a monthly report summarizing all transactions relating to the Escrow Fund; and on or before the first day of August of each year shall deliver to the County Clerk a report current as of May 30 of that year, which shall summarize all transactions relating to the Escrow Fund effected during the immediately preceding fiscal year of the County and which also shall set forth all assets in the Escrow Fund as of May 30 and set forth opening and closing balances thereof for that fiscal year.

SECTION 2.06. Investment of Moneys Remaining in Escrow Fund. The Agent may invest and reinvest any monies remaining from time to time in the Escrow Fund until such time as they are needed. Such monies shall be invested in Government Obligations, maturing no later than the next interest payment date of the Outstanding Bonds, or for such periods or at such interest rates as the Agent shall be directed by Written Request, provided, however, that the County shall furnish the Agent, as a condition precedent to such investment, with an opinion from nationally recognized bond counsel stating that such reinvestment of such monies will not, under the statutes, rules and regulations then in force and applicable to obligations issued on the date of issuance of the Refunding Bonds, cause the interest on the Refunding Bonds or the Outstanding Bonds not to be excluded from gross income for Federal income tax purposes and that such investment is not inconsistent with the statutes and regulations applicable to the Refunding Bonds or the Outstanding Bonds. Any interest income resulting from reinvestment of monies pursuant to this Section 2.06 shall be applied first to the payment of principal of and interest on the Outstanding Bonds to the extent the Escrow is or will be insufficient to retire the Outstanding Bonds as set forth on Exhibit A and any excess shall be paid to the County to be applied to the payment of the Refunding Bonds or the expenses of issuance thereof.

SECTION 2.07. Irrevocable Escrow Created. The deposit of monies in the Escrow Fund shall constitute an irrevocable deposit of said monies for the benefit of the holder of the Outstanding Bonds except as provided herein with respect to amendments permitted under Section 4.01 hereof. All the funds and accounts created and established pursuant to this Agreement shall be and constitute escrow funds for the purposes provided in this Agreement and shall be kept separate and distinct from all other funds of the County and the Agent and used only for the purposes and in the manner provided in this Agreement.

SECTION 2.08. Redemption of the Outstanding Bonds. Unless notice of redemption has been given to the holders of the Outstanding Bonds prior to delivery of the Refunding Bonds, the Outstanding Bonds shall be redeemed as stated on Exhibit C attached hereto. The Agent is authorized to give notice to the paying agent for the Outstanding Bonds not less than 45 days prior to the stated respective redemption dates of the Outstanding Bonds directing the paying agent bank to give notice to the holders of the Outstanding Bonds as and when required by the resolution authorizing the Outstanding Bonds.

ARTICLE III
CONCERNING THE AGENT

SECTION 3.01. Appointment of Agent. The County hereby appoints the Agent as escrow agent under this Agreement.

SECTION 3.02. Acceptance by Agent. By execution of this Agreement, the Agent accepts the duties and obligations as Agent hereunder. The Agent further represents that it has all requisite power, and has taken all corporate actions necessary to execute the escrow hereby created.

SECTION 3.03. Liability of Agent. The Agent shall be under no obligation to inquire into or be in any way responsible for the performance or nonperformance by the County or any paying agent of its obligations, or to protect any of the County's rights under any bond proceedings or any of the County's other contracts with or franchises or privileges from any state, county, municipal or other governmental agency or with any person. The Agent shall not be liable for any act done or step taken or omitted to be taken by it, or for any mistake of fact or law, or anything which it may do or refrain from doing, except for its own negligence or willful misconduct in the performance or nonperformance of any obligation imposed upon it hereunder. The Agent shall not be responsible in any manner whatsoever for the recitals or statements contained herein or in the Outstanding Bonds or in the Refunding Bonds or in any proceedings taken in connection therewith, but they are made solely by the County. The Agent shall have no lien whatsoever upon any of the monies or investments in the Escrow Fund for the payment of fees and expenses for services rendered by the Agent under this Agreement.

The Agent shall not be liable for the accuracy of the calculations as to the sufficiency of Escrow Fund monies and Government Securities and the earnings thereon to pay the Outstanding Bonds. So long as the Agent applies any monies, the Government Securities to pay the Outstanding Bonds as provided herein, and complies fully with the terms of this Agreement, the Agent shall not be liable for any deficiencies in the amounts necessary to pay the Outstanding Bonds caused by such calculations. The Agent shall not be liable or responsible for any loss resulting from any investment made pursuant to this Agreement and in full compliance with the provisions hereof. In the event of the Agent's failure to account for any of the Government Securities or monies received by it, said Government Securities or monies shall be and remain the property of the County in escrow for the benefit of the holders of the Outstanding Bonds, as herein provided, and if for any improper reason such Government Securities or monies are applied to purposes not provided for herein or misappropriated by the Agent, the assets of the Agent shall be impressed with a trust for the amount thereof until the required application of such funds shall be made or such funds shall be restored to the Escrow Fund.

SECTION 3.04. Permitted Acts. The Agent and its affiliates may become the owner of or may deal in the Refunding Bonds as fully and with the same rights as if it were not the Agent.

SECTION 3.05. Exculpation of Funds of Agent. Except as set forth in Section 3.03, none of the provisions contained in this Agreement shall require the Agent to use or advance its own funds or otherwise incur personal financial liability in the performance of any of its duties or the exercise of any of its rights or powers hereunder. The Agent shall be under

no liability for interest on any funds or other property received by it hereunder, except as herein expressly provided.

SECTION 3.06. Qualifications of Agent. There shall at all times be an Agent hereunder that shall be a corporation or banking association organized and doing business under the laws of the United States or any state, located in the State of Tennessee, authorized under the laws of its incorporation to exercise the powers herein granted, having a combined capital, surplus, and undivided profits of at least \$75,000,000 and subject to supervision or examination by federal or state authority. If such corporation or association publishes reports of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this paragraph the combined capital, surplus, and undivided profits of such corporation or association shall be deemed to be its combined capital, surplus, and undivided profits as set forth in its most recent report of condition as published. In case at any time the Agent shall cease to be eligible in accordance with the provisions of this section, the Agent shall resign immediately in the manner and with the effect specified herein.

SECTION 3.07. Payment to Agent. The County agrees to pay the Agent, as reasonable and proper compensation under this Agreement the sum of \$_____. The Agent shall be entitled to reimbursement of all advances, counsel fees and expenses, and other costs made or incurred by the Agent in connection with its services and/or its capacity as Agent or resulting therefrom. In addition, the County agrees to pay to the Agent all out-of-pocket expenses and costs of the Agent incurred by the Agent in the performance of its duties hereunder, including all publication, mailing and other expenses associated with the payment of debt service of the Outstanding Bonds; provided, however, that, to the extent permitted by applicable law, the County agrees to indemnify the Agent and hold it harmless against any liability which it may incur while acting in good faith in its capacity as Agent under this Agreement, including, but not limited to, any court costs and attorneys' fees, and such indemnification shall be paid from available funds of the County and shall not give rise to any claim against the Escrow Fund.

SECTION 3.08. Resignation of Agent. The Agent may at any time resign by giving direct written notice to the County and by giving the holder of the Outstanding Bonds by first-class mail of such resignation. Upon receiving such notice of resignation, the County shall promptly appoint a successor escrow agent by resolution of its governing body. If no successor escrow agent shall have been appointed and have accepted appointment within thirty (30) days after the publication of such notice of resignation, the resigning Agent may petition any court of competent jurisdiction located in Sumner County, Tennessee, for the appointment of a successor, or any holder of the Outstanding Bonds may, on behalf of himself and others similarly situated, petition any such court for the appointment of a successor. Such court may thereupon, after such notice, if any, as it may deem proper, appoint a successor meeting the qualifications set forth in Section 3.06. The Agent shall serve as escrow agent hereunder until its successor shall have been appointed and such successor shall have accepted the appointment.

SECTION 3.09. Removal of Agent. In case at any time the Agent shall cease to be eligible in accordance with the provisions of Section 3.06 hereof and shall fail to resign after written request therefor by the County or by any holder of the Outstanding Bonds, or the Agent shall become incapable of acting or shall be adjudged a bankrupt or insolvent or a receiver of the Agent

or any of its property shall be appointed, or any public officer shall take charge or control of the Agent or its property or affairs for the purpose of rehabilitation, conservation, or liquidation, then in any such case, the County may remove the Agent and appoint a successor by resolution of its governing body or any such holder may, on behalf of himself and all others similarly situated, petition any court of competent jurisdiction situated in the County for the removal of the Agent and the appointment of a successor. Such court may thereupon, after such notice, if any, as it may deem proper, remove the Agent and appoint a successor who shall meet the qualifications set forth in Section 3.08. Unless incapable of serving, the Agent shall serve as escrow agent hereunder until its successor shall have been appointed and such successor shall have accepted the appointment.

Any resignation or removal of the Agent and appointment of a successor pursuant to any of the provisions of this Agreement shall become effective upon acceptance of appointment by the successor as provided in Section 3.10 hereof.

SECTION 3.10. Acceptance by Successor. Any successor escrow agent appointed as provided in this Agreement shall execute, acknowledge and deliver to the County and to its predecessor an instrument accepting such appointment hereunder and agreeing to be bound by the terms hereof, and thereupon the resignation or removal of the predecessor shall become effective and such successor, without any further act, deed or conveyance, shall become vested with all the rights, powers, duties and obligations of its predecessor, with like effect as if originally named as Agent herein; but, nevertheless, on Written Request of the County or the request of the successor, the predecessor shall execute and deliver an instrument transferring to such successor all rights, powers and escrow property of the predecessor. Upon request of any such successor, the County shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor all such rights, powers and duties. No successor shall accept appointment as provided herein unless at the time of such acceptance such successor shall be eligible under the provisions of Section 3.07 hereof.

Any corporation into which the Agent may be merged or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which the Agent shall be a party, or any corporation succeeding to the business of the Agent, shall be the successor of the Agent hereunder without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding, provided that such successor shall be eligible under the provisions of Section 3.07 hereof.

ARTICLE IV

MISCELLANEOUS

SECTION 4.01. Amendments to this Agreement. This Agreement is made for the benefit of the County, the holders from time to time for the Outstanding Bonds and it shall not be repealed, revoked, altered or

amended without the written consent of all such holders, the Agent and the County; provided, however, that the County and the Agent may, without the consent of, or notice to, such holders, enter into such agreements supplemental to this Agreement as shall not adversely affect the rights of

such holders and as shall not be inconsistent with the terms and provisions of this Agreement, for any one or more of the following purposes:

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

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

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

SECTION 4.02. Severability. If any provision of this Agreement shall be held or deemed to be invalid or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions

herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

SECTION 4.03. Governing Law. This Agreement shall be governed and construed in accordance with the law of the State of Tennessee.

SECTION 4.04. Notices. Any notice, request, communication or other paper shall be sufficiently given and shall be deemed given when delivered or mailed by Registered or Certified Mail, postage prepaid, or sent by telegram as follows:

To the County:

Sumner County, Tennessee
355 North Belvedere Drive
Gallatin, Tennessee 37066
Attn: Director of Finance

To the Agent:

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

SECTION 4.05. Agreement Binding. All the covenants, promises and agreements in this Agreement contained by or on behalf of the parties shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

SECTION 4.06. Termination. This Agreement shall terminate when all transfers and payments required to be made by the Agent under the provisions hereof shall have been made.

SECTION 4.07. Execution by Counterparts. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

Signatures on Following Page

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

SUMNER COUNTY, TENNESSEE

By: _____
County Mayor

(SEAL)

County Clerk

[ECSROW AGENT]
as Escrow Agent

By: _____
Title: _____

EXHIBIT A

Sumner County, Tennessee

Debt Service on [General Obligation Refunding Bonds, Series 2011, dated May 17, 2011, maturing June 1, 2022 and June 1, 2023 to June 1, 2021 Call Date][General Obligation School and Public Improvement Bonds, Series 2013, dated June 7, 2013 maturing December 1, 2022 and December 1, 2023 to December 1, 2021 Call Date]

Paying Agent: Regions Bank
 Nashville, Tennessee

EXHIBIT B
Government Securities

EXHIBIT C-1
NOTICE OF REDEMPTION
SUMNER COUNTY, TENNESSEE

NOTICE IS HEREBY GIVEN that Sumner County, Tennessee (the "County"), has elected to and does exercise its option to call and redeem on June 1, 2021 all the County's outstanding bonds (the "Outstanding Bonds") as follows:

General Obligation Refunding Bonds, Series 2011, dated May 17, 2011, maturing June 1, 2022 and June 1, 2023

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Cusip No.</u>
June 1, 2022	\$12,330,000	5.000%	866407G52
June 1, 2023	12,950,000	5.000	866407G60

The owners of the above-described Outstanding Bonds are hereby notified to present the same to the offices of U.S. Bank National Association, where redemption shall be made at the redemption price of par, plus interest accrued to the redemption date. The redemption price will become due and payable on June 1, 2021, upon each such Bond herein called for redemption and such Bond shall not bear interest beyond June 1, 2021.

Important Notice: Withholding of 24% of gross redemption proceeds of any payment made within the United States may be required by the Tax Cuts and Jobs Act of 2017, unless the Paying Agent has the correct taxpayer identification number (social security or employer identification number) or exemption certificate of the payee. Please furnish a properly completed W 9 or exemption certificate or equivalent when presenting your securities.

Regions Bank
Registration and Paying Agent

EXHIBIT C-2
NOTICE OF REDEMPTION
SUMNER COUNTY, TENNESSEE

NOTICE IS HEREBY GIVEN that Sumner County, Tennessee (the "County"), has elected to and does exercise its option to call and redeem on December 1, 2021 all the County's outstanding bonds (the "Outstanding Bonds") as follows:

**General Obligation School and Public Improvement Bonds, Series
2013, dated**

June 7, 2013 maturing December 1, 2022 and December 1, 2023

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Cusip No.</u>
December 1, 2022	\$2,300,000	3.000%	866407H85
December 1, 2023	10,000,000	3.000	866407H93

The owners of the above-described Outstanding Bonds are hereby notified to present the same to the offices of U.S. Bank National Association, where redemption shall be made at the redemption price of par, plus interest accrued to the redemption date. The redemption price will become due and payable on December 1, 2021, upon each such Bond herein called for redemption and such Bond shall not bear interest beyond December 1, 2021.

Important Notice: Withholding of 24% of gross redemption proceeds of any payment made within the United States may be required by the Tax Cuts and Jobs Act of 2017, unless the Paying Agent has the correct taxpayer identification number (social security or employer identification number) or exemption certificate of the payee. Please furnish a properly completed W 9 or exemption certificate or equivalent when presenting your securities.

Regions Bank
Registration and Paying Agent

EXHIBIT D

FORM OF BOND PURCHASE AGREEMENT

SUMNER COUNTY, TENNESSEE

\$_____ GENERAL OBLIGATION REFUNDING BONDS, SERIES
2021

BOND PURCHASE AGREEMENT

_____, 2021

Board of County Commissioners of
Sumner County, Tennessee
Gallatin, Tennessee

Ladies and Gentlemen:

The undersigned, _____ as representative for itself and the other underwriters named on the cover of the Preliminary Official Statement described below (together the "Underwriter"), offers to enter into the following agreement with Sumner County, Tennessee (the "Issuer"), which, upon the Issuer's acceptance and approval hereof, will be binding upon the Issuer and upon the Underwriter. This offer is made subject to acceptance by the Issuer, execution of this Bond Purchase Agreement (this "Purchase Agreement") and its delivery to the Underwriter, on or before 5:00 p.m., central time, on the date hereof.

Capitalized terms used herein and not defined herein shall have the meanings given them in the Resolution (as hereinafter defined).

SECTION 1. Purchase and Sale of the Bonds.

(a) Upon the basis of the representations, warranties, covenants and agreements herein contained, but subject to the terms and conditions herein set forth, the Underwriter hereby agrees to purchase from the Issuer for offering to the public, and the Issuer hereby agrees to sell to the Underwriter for such purpose, all (but not less than all) of the Issuer's \$ _____ General Obligation Refunding Bonds, Series 2021 (the "Bonds"), dated _____, 2021 in book-entry only form, at the purchase price of \$ _____, representing the face amount of the Bonds, plus net original issue premium less original issue discount of \$ _____, less Underwriter's discount of \$ _____. The Bonds shall bear interest, shall mature, shall be redeemable and shall otherwise be as described in Exhibit A attached hereto and incorporated herein by reference.

(b) The Bonds shall be issued and secured under the provisions of a resolution, adopted on _____, 2021 (the "Resolution") by the Board of County Commissioners of the Issuer, providing for the issuance of the Bonds pursuant to Title 9, Chapter 21, Tennessee Code Annotated, as amended (the "Act"), and other applicable provisions of law, for the purposes described in the Resolution.

(c) At the time of the Issuer's acceptance hereof (or as soon as reasonably practicable thereafter, but no later than the Closing (as hereinafter defined)), the Issuer shall have delivered, or caused to be delivered, to the Underwriter: (i) a certified copy of the Resolution; and (ii) a copy of the Official Statement, dated the date hereof (the "Official Statement"), signed on behalf of the Issuer by the appropriate officers thereof.

(d) The Issuer authorizes the Underwriter to use copies of the Official Statement and the information contained therein in connection with the public offering and sale of the Bonds and agrees not to supplement or amend, or cause to be supplemented or amended, the Official Statement, at any time prior to the Closing, without the consent of the Underwriter. The Issuer ratifies and confirms the use by the Underwriter, prior to the date hereof in connection with the public offering of the Bonds, of the Preliminary Official Statement of the Issuer relating to the Bonds, dated _____, 2021, which with any and all appendices, exhibits, maps, reports and summaries included therein is hereinafter called the "Preliminary Official Statement."

(e) As of its date, the Preliminary Official Statement has been "deemed final" (except for permitted omissions) by the Issuer for purposes of Rule 15c2-12(b)(1) of the Securities and Exchange Commission. The Issuer will deliver, or cause to be delivered, to the Underwriter, promptly after the acceptance hereof, but in any event within seven (7) days of the date hereof, copies of the Official Statement, sufficient to enable the Underwriter to comply with the requirements of Rule 15c2-12 of the Securities Exchange Commission (and the related rules of the Municipal Securities Rulemaking Board).

(f) The Issuer acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Agreement is an arm's-length commercial transaction between the Issuer and the Underwriter; (ii) in connection with such transaction, the Underwriter is acting solely as a principal and not as an agent or a fiduciary of the Issuer; (iii) the Underwriter has not assumed a fiduciary responsibility in favor of the Issuer with respect to the offering of the Bonds or the process leading thereto (whether or not the Underwriter, or any affiliate of the Underwriter, has advised or is currently advising the Issuer on other matters) nor has it assumed any other obligation to the Issuer except the obligations expressly set forth in this Agreement, (iv) the Underwriter has financial and other interests that differ from those of the Issuer; and (v) the Issuer has consulted with its own legal and financial advisors to the extent it deemed appropriate in connection with the offering of the Bonds.

SECTION 2. Establishment of Issue Price.

(a) The Underwriter agrees to assist the Issuer in establishing the issue price of the Bonds and shall execute and deliver to the Issuer at Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in a form acceptable to the Issuer and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds. Pursuant to such certificate, the Issuer may require the Underwriter to hold the issue price of the Bonds in order to comply with any applicable federal tax requirements in order to establish issue price.

Except as may be otherwise provided in the issue price certificate described above, the Issuer will treat the first price at which 10% of each maturity of the Bonds (the "10% test") is sold to the public as the issue price of that maturity. At or promptly after the execution of this Bond Purchase Agreement, the Underwriter shall report to the Issuer the price or prices at which it has sold to the public each maturity of Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the Issuer the prices at which it sells the unsold Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until either (i) the Underwriter has sold all Bonds of that maturity or (ii) the 10% test has been satisfied as to the Bonds of that maturity, provided that, the Underwriter's reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Issuer or bond counsel. For purposes of this Section, if Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Bonds.

The Underwriter confirms that it has offered the Bonds to the public on or before the date of this Bond Purchase Agreement at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in EXHIBIT B attached hereto, except as otherwise set forth therein. Schedule [I] also sets forth, as of the date of this Bond Purchase Agreement, the maturities, if any, of the Bonds for which the 10% test has

not been satisfied and for which the Issuer and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the Issuer to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of (i) the close of the fifth (5th) business day after the sale date; or (ii) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter will advise the Issuer promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter confirms that:

(i) any selling group agreement and any third-party distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A)(i) to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter, and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter,

(B) to promptly notify the Underwriter of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below), and

(C) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

(ii) any selling group agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter or the dealer that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter or the dealer, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

(b) The Issuer acknowledges that, in making the representations set forth in this section, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The Issuer further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds.

(b) The Underwriter acknowledges that sales of any Bonds to any person that is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) “public” means any person other than an underwriter or a related party,

(ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public),

(iii) a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) “sale date” means the date of execution of this Bond Purchase Agreement by all parties.

SECTION 3. Liquidated Damages. If the Issuer accepts this offer and if the Underwriter fails (other than for a reason permitted hereunder) to accept and pay for the Bonds upon tender thereof by the Issuer at the Closing as

herein provided, the parties hereby agree that the damages to the Issuer shall be fixed at 1.00% of the aggregate principal amount of the Bonds and, upon such failure of the Underwriter to accept and pay for the Bonds, Underwriter shall be obligated to pay to the Issuer such amount as and for full liquidated damages for such failure and for any and all defaults hereunder on the part of the Underwriter. Upon such payment the Underwriter shall be fully released and discharged of all claims, rights and damages for such failure and for any and all such defaults. In no event shall the Issuer be entitled to damages of any nature other than the liquidated damages herein specified.

SECTION 4. Closing. At 10:30 a.m., central time, on _____, 2021, or at such other time or date as shall be agreed to by the Issuer and the Underwriter, the Issuer will deliver, or cause to be delivered, to the Underwriter, or such agent as it shall designate, the Bonds, in definitive form, duly executed on the Issuer's behalf, together with the other documents hereinafter mentioned, and the Underwriter will accept, or cause to be accepted, such delivery and pay to the Issuer the purchase price of the Bonds in the amount set forth in Section 1 hereof by wire transfer payable in immediately available funds or such other medium of payment as shall be acceptable to the Issuer. Payment for the Bonds as aforesaid shall be made at such place designated by the Issuer and delivery of the Bonds shall be made through Depository Trust Company, New York, New York, or at such other location mutually acceptable to the parties. Such payment and delivery is herein called the "Closing" and the date of the Closing is herein called the "Closing Date." The Bonds shall be delivered as fully registered Bonds, book-entry only form, in denominations of \$5,000 each or any integral multiple thereof as the Underwriter shall request, shall bear CUSIP numbers, shall be registered in such names and in such denominations as shall be designated in writing by the Underwriter to the Issuer or to _____, as the registration and paying agent for the Bonds (the "Registration Agent"), and shall be duly authenticated by the Registration Agent. The Underwriter hereby instructs that the Bonds be delivered at Closing through The Depository Trust Company's "FAST Program".

SECTION 5. Conditions of Closing. The obligations of the Underwriter hereunder shall be subject to the performance by the Issuer of its obligations to be performed hereunder at or prior to the Closing, to the accuracy of and compliance with the representations, warranties and covenants of the Issuer herein, in each case as of the time of delivery of this Purchase Agreement and as of the Closing, and, in the discretion of the Underwriter, to the following:

(a) at the Closing, (i) the Resolution shall be in full force and effect and shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Underwriter, and the Issuer shall have executed and there shall be in full force and effect such additional agreements, and there shall have been taken in connection therewith and in connection with the issuance of the Bonds all such action as shall, in the opinion of Bass, Berry & Sims PLC, Nashville, Tennessee, Bond Counsel ("Bond Counsel"), be necessary in connection with the transactions contemplated hereby, (ii) the Bonds shall have been duly authorized, executed and delivered as provided herein, (iii) the Official Statement shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Underwriter, and (iv) the Issuer shall

perform or have performed all of its obligations under or specified in this Bond Purchase Agreement to be performed at or prior to the Closing;

(b) At or prior to the Closing Date, the Underwriter shall have received the following:

(i) The unqualified approving opinion, dated the Closing Date, of Bond Counsel, in substantially the form attached as Appendix A to the Official Statement, addressed to the Issuer and the Underwriter;

(ii) A certificate, dated the Closing Date, signed by the County Mayor and County Clerk of the Issuer, in which such officers, to the best of their knowledge, information and belief, shall state that

(A) Except as described in the Official Statement, there is no litigation or other legal or governmental action, proceeding, inquiry or investigation of any nature pending on the Closing Date, or to our knowledge threatened, seeking to restrain or enjoin the issuance, sale, execution or delivery of the Bonds, application of the proceeds thereof, or the payment, collection or application of income of the Issuer or the pledge thereof to the payment of the Bonds pursuant to the Resolution and the Act; seeking to restrain or enjoin the execution, delivery or performance of this Purchase Agreement; in any manner questioning the proceedings or authority pursuant to which the Bonds are authorized or issued; in any manner questioning or relating to the validity of the Bonds, the Resolution, or this Purchase Agreement; contesting in any way the completeness or accuracy of the Official Statement; in any way contesting the corporate existence or boundaries of the Issuer or the title of its present officers to their respective offices; or contesting the powers of the Issuer or its authority with respect to the Bonds, the Resolution, the Act, this Purchase Agreement or the Official Statement, or any act to be done or documents or certificates to be executed or delivered in connection with any of them.

(B) The Resolution is, as of the Closing Date, in full force and effect and has not been amended, modified or supplemented, except as provided herein.

(C) The execution and delivery of this Purchase Agreement and the Bonds, the adoption of the Resolution, and the compliance by the Issuer with the terms and provisions thereof, will not conflict with, or result in any violation of any provision of the laws pursuant to which the Issuer is created or incorporating or governing documents of the Issuer or of any amendments to any of the foregoing or any indenture, mortgage, deed of trust or other agreement or instrument to which the Issuer is a party or by which it or its properties are bound and will not violate any decree, order, injunction, judgment, determination or award to which the Issuer or its properties are subject.

(D) The Issuer has complied with all the requirements and satisfied all the conditions on its part to be performed or satisfied at or prior to the delivery of the Bonds.

(E) The descriptions and statements contained in the Official Statement were at the time of its publication and distribution, and are on the Closing Date, true and correct in all material respects, and the Official Statement did not at the time of its publication and distribution, and does not on the Closing Date, contain an untrue statement of a material fact or omit to state a material fact required to be stated where necessary to make the statements made, in light of the circumstances under which they are made, not misleading.

(F) Subsequent to June 30, 2020, there has been no material adverse change in the financial position or results of operations of the Issuer except as set forth in or contemplated by the Official Statement;

(iii) Evidence satisfactory in form and substance to the Underwriter that the credit rating assigned to the Bonds by S&P Global Ratings is as set forth on the cover page of the Official Statement;

(iv) An opinion of counsel to the Issuer in form and substance satisfactory to Bond Counsel; and

(v) An executed copy of the Issuer's Continuing Disclosure Agreement.

If the Issuer shall be unable to satisfy the conditions to the obligations of the Underwriter contained in this Purchase Agreement, this Purchase Agreement shall terminate and neither the Underwriter nor the Issuer shall be under any further obligation hereunder.

SECTION 6. Termination of Agreement. The Underwriter may terminate this Purchase Agreement, without liability therefor, by notification to the Issuer, if at any time subsequent to the date of this Purchase Agreement and at or prior to the Closing:

(a) legislation shall be enacted by the Congress of the United States or a bill introduced (by amendment or otherwise) or favorably reported by a committee of the House of Representatives or the Senate of the Congress of the United States, or a decision by a court of the United States or the Tax Court of the United States shall be rendered, or a ruling, regulation or fiscal action shall be issued or proposed by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other governmental agency with respect to or having the purpose or effect of including within gross income for federal income tax purposes interest received on bonds of the general character of the Bonds, which, in the reasonable opinion of the Underwriter, materially adversely affects the market for the Bonds or the sale, at the contemplated offering prices, by the Underwriter of the Bonds to be purchased by it; or

(b) any legislation, rule or regulation shall be introduced in, or be enacted by the General Assembly or any department or agency in the State of Tennessee, or a decision by any court of competent jurisdiction within the State of Tennessee shall be rendered which, in the reasonable opinion of the Underwriter, materially adversely affects the market for the Bonds or the sale, at the contemplated offering prices, by the Underwriter of the Bonds to be purchased by it; or

(c) any amendment to the Official Statement is proposed by the Issuer or deemed necessary by Bond Counsel which, in the reasonable opinion of the Underwriter, materially adversely affects the market for the Bonds or the sale, at the contemplated offering prices, by the Underwriter of the Bonds to be purchased by it; or

(d) any fact shall exist or any event shall have occurred which, in the reasonable opinion of the Underwriter, makes the Official Statement, in the form as originally approved by the Issuer, contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading; or

(e) the marketability of the Bonds or the market price thereof, in the opinion of the underwriter, has been materially and adversely affected

by disruptive events, occurrences or conditions in the securities or debt markets; or

(f) legislation shall be enacted or any action shall be taken by, or on behalf of, the Securities and Exchange Commission which, in the reasonable opinion of the Underwriter, has the effect of requiring the contemplated distribution of the Bonds to be registered under the Securities Act of 1933, as amended, or the Resolution to be qualified under the Trust Indenture Act of 1939, as amended, or any laws analogous thereto relating to governmental bodies, and compliance therewith cannot be accomplished prior to the Closing; or

(g) a general banking moratorium shall have been declared by United States, New York or Tennessee authorities, which, in the reasonable opinion of the Underwriter, materially adversely affects the market for the Bonds or the sale, at the contemplated offering prices, by the Underwriter of the Bonds to be purchased by it; or

(h) any national securities exchange, or any governmental authority, shall impose, as to the Bonds or obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Underwriter; or

(i) the rating of the Bonds shall have been downgraded from the rating set forth on the cover page of the Official Statement or withdrawn by such rating service, or there shall have occurred or any notice shall have been given of any intended downgrading, suspension, withdrawal or negative change in credit watch status by any national rating service to any of the Issuer's obligations, which, in the Underwriter's reasonable opinion, materially adversely affects the market for the Bonds or the sale, at the contemplated offering prices, by the Underwriter of the Bonds to be purchased by them; or trading in any securities of the Issuer shall have been suspended on any national securities exchange; or any proceeding shall be pending or threatened by the Securities and Exchange Commission against the Issuer

SECTION 7. Expenses.

(a) The Issuer shall pay all expenses that are incidental to the performance of the Issuer's obligations under this Purchase Agreement, including but not limited to: all expenses in connection with the printing of the Preliminary Official Statement, the Official Statement and any amendment or supplement to either; all expenses in connection with the printing, issuance and delivery of the Bonds; the fees and expenses of Bond Counsel and Issuer's Counsel; the fees of the bond insurer, if any; the fees and expenses of the Issuer's municipal advisor, accountants, any verification consultant and all other consultants; the fees and disbursements of the Registration Agent; all expenses in connection with obtaining a rating or ratings for the Bonds; all expenses of the Issuer in connection with the preparation, printing, execution and delivery, and any recording or filing; and all other expenses and costs of the Issuer incident to its obligations in connection with the authorization, issuance, sale and distribution of the Bonds. The Issuer shall not be required to pay for any incidental costs (including, but not limited to, transportation, lodging, meals and entertainment of any representative of the Underwriter) incurred in connection with the marketing, issuance and delivery of the Bonds.

(b) The Underwriter shall pay the costs of qualifying the Bonds for sale in the various states chosen by the Underwriter, all advertising expenses in connection with the public offering of the Bonds, and all other expenses incurred by the Underwriter in connection with the public offering

and distribution of the Bonds, except as otherwise set forth in Section 7(a) above, including the fees and expenses of the Underwriter's counsel. In no event shall the Issuer be required to register as an issuer of the Bonds or be required to agree to service of process in any state in connection with the sale of the Bonds.

SECTION 8. Miscellaneous.

(a) All notices, demands and formal actions hereunder shall be in writing and mailed, telegraphed or delivered to:

The Underwriter:

The Issuer: Sumner County, Tennessee
355 North Belvedere Drive
Gallatin, Tennessee 37066
Attn: Director of Finance

(b) This Purchase Agreement will inure to the benefit of and be binding upon the parties and their successors and assigns, and will not confer any rights upon any other person. The terms "successors" and "assigns" shall not include any purchaser of any of the Bonds from the Underwriter merely because of such purchase.

(c) Section headings have been inserted in this Purchase Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Purchase Agreement and will not be used in the interpretation of any provisions of this Purchase Agreement.

(d) If any provision of this Purchase Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions because it conflicts with any provisions of any constitution, statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this Purchase Agreement invalid, in operative or unenforceable to any extent whatever.

(e) This Purchase Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

(f) This Purchase Agreement shall be governed by, and construed in accordance with, the law of the State of Tennessee.

(g) This Purchase Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof.

(h) The Underwriter may waive compliance by the Issuer with any of the conditions, requirements, covenants, warranties or representations set forth herein, but waiver by the Underwriter of any such compliance shall not be deemed a waiver of compliance with any other of the conditions, requirements, covenants, warranties or representations set forth herein.

Signatures on Following Page

_____, as
Representative for itself and the other
underwriters named on the cover of the
Preliminary Official Statement

By: _____
Title:

Accepted as of the date first
above written:

SUMNER COUNTY, TENNESSEE

By: _____
County Mayor

EXHIBIT E

FORM OF BOND PLACEMENT AGREEMENT

SUMNER COUNTY, TENNESSEE

\$_____ GENERAL OBLIGATION REFUNDING BONDS, SERIES 2021
_____, 2021

Board of County Commissioners of
Sumner County, Tennessee
Gallatin, Tennessee

Ladies and Gentlemen:

_____ (the "Placement Agent") offers to enter into the following Placement Agreement with Sumner County, Tennessee (the "Issuer" or "you"), which, upon your acceptance of this offer and subject to Paragraph 6 hereof, shall be binding upon both the Issuer and the Placement Agent. This offer is made subject to your acceptance of this Placement Agreement on or before _____, 2021 and, if not so accepted, will be subject to withdrawal by the Placement Agent upon notice delivered to your office at any time prior to your acceptance hereof. The above-captioned Bonds (the "Bonds") are to be issued pursuant to a resolution adopted by the Board of County Commissioners of the County on _____, 2021 (the "Resolution"). The terms of the Bonds are more fully described in the Resolution. Unless otherwise indicated, each capitalized term contained herein shall have the meaning assigned to it in the Resolution. The Issuer acknowledges and agrees that: (i) the transaction contemplated by this Agreement is an arm's length, commercial transaction between the Issuer and the Placement Agent in which the Placement Agent is not acting as a municipal advisor, financial advisor or fiduciary to the Issuer; (ii) the Placement Agent has not assumed any advisory or fiduciary responsibility to the Issuer with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Placement Agent has provided other services or is currently providing other services to the Issuer on other matters); (iii) the only obligations the Placement Agent has to the Issuer with respect to the transaction contemplated hereby expressly are set forth in this Agreement; and (iv) the Issuer has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate.

1. Notwithstanding the foregoing or any other provisions of this Placement Agent Agreement, the use of the term "agent" with reference to the Placement Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable law. Instead, such term is used merely as a matter of market custom and is intended to create or reflect only an independent contractor relationship between contracting parties and the Placement Agent acts as an independent broker-dealer and exercises its own independent judgment in connection with its rights and duties as Placement Agent. Upon the terms and conditions and upon the basis of the representations, warranties and covenants set forth herein, the Placement Agent hereby agrees to use its best efforts to locate a purchaser for all, but not less than all of the Bonds on terms consistent with the Resolution. With your consent, the Placement Agent has conducted preliminary discussions with potential qualified

purchasers of the Bonds (the "Purchaser") to purchase the Bonds. If the Purchaser does purchase the Bonds on the Closing Date (as hereinafter defined), the Issuer will pay a placement fee equal to \$__ per \$1,000 of the par amount of the Bonds to the Placement Agent on the Closing Date. The purchase price of the Bonds shall be the par amount thereof or \$_____, and the Bonds shall be issued in denominations of \$100,000 or any integral multiples of \$5,000 in excess thereof.

2. Simultaneously with the execution of this Placement Agreement, you will deliver or cause to be delivered to the Placement Agent a copy of the Resolution in substantially final form, duly approved and adopted and to be in full force and effect upon execution and delivery by the parties thereto.

(a) You represent and warrant to and agree with the Placement Agent (and hereby it shall be a condition of the obligation of the Placement Agent to perform under this Agreement) that you shall so represent and warrant as of the date the Bonds are purchased (such date referred to herein as the "Closing Date") that:

(b) The Issuer is duly organized and validly existing under the laws of Tennessee, and is authorized under the Resolution and all applicable laws to issue the Bonds.

(c) The Issuer has complied, and reasonably expects, in all respects on the Closing Date to be in compliance with all of the provisions of applicable Tennessee law.

(d) The Issuer, prior to the acceptance hereof, has duly adopted the Resolution, and the Issuer has duly authorized and approved the execution and delivery of the applicable documents related to the issuance of the Bonds and this Placement Agreement (collectively, the "Bond Documents"), as well as the performance of its obligations contained in the Bonds and the consummation by it of all other transactions contemplated hereby.

(e) The Issuer is not in breach of or default under any applicable law or administrative regulation of the State, any department, division, agency or instrumentality thereof, or of the United States or any applicable judgment or decree or any loan agreement, Bond, resolution, certificate, agreement or other instrument to which the Issuer is a party or is otherwise subject which breach or default would materially and adversely affect the Issuer or its ability to perform its duties and obligations under the Bond Documents; and the execution and delivery of this Placement Agreement, the adoption of the Resolution, the execution of the Bond Documents and the execution and the issuance of the Bonds and compliance with the provisions of each thereof will not conflict materially with or constitute a breach of or default under any applicable law or administrative regulation of the State of Tennessee or under any certificate, agreement, or other instrument to which the Issuer is a party or is otherwise subject which breach or default would materially and adversely affect the Issuer, its Bond Documents or its ability to perform its duties and obligations under the Bond Documents.

(f) All approvals, consents and orders of any governmental authority, board, agency or commission having jurisdiction that would constitute a condition precedent to the performance by the Issuer of its obligations hereunder and under the Bond Documents and the Bonds have been, or prior to the Closing Date will have been, obtained.

(g) No litigation is pending or, to the knowledge of the Issuer, threatened in any court in any way affecting the existence of the Issuer or the title of the members of the Issuer to their respective offices or seeking to restrain or to enjoin the issuance, sale or delivery of the Bonds, or the collection or pledge of any revenues pledged or to be pledged under the Bond Documents to pay the principal of and interest on the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds, the Resolution or this Placement Agreement, or contesting the powers of the Issuer or its members with respect to the Bonds.

(h) The Issuer will apply the proceeds of the Bonds in accordance with the applicable terms of the Resolution and the other Bond Documents.

(i) On the Closing Date, the Placement Agent shall receive a copy of each of the following documents, each dated the Closing Date:

(i) a certified copy of the Resolution;

(ii) a certificate of an authorized officer of the Issuer that the Resolution and this Placement Agreement are in full force and effect;

(iii) opinion of your bond counsel, Bass Berry & Sims PLC ("Bond Counsel"), dated the Closing Date in form and substance satisfactory to the Placement Agent;

(iv) a certificate, dated as of the Closing Date and signed by an authorized officer of the Issuer, to the effect that (A) the representations, warranties and covenants of the Issuer contained herein are true and correct in all material respects on and as of the Closing Date, with the same effect as if made on the date of the delivery of the Bonds by the Issuer; (B) no litigation is pending or, to its knowledge, threatened in any court in any way affecting the existence of the Issuer or the titles of its officers or directors to their respective positions, or seeking to restrain or to enjoin the issuance, sale or delivery of the Bonds, or the collection of any revenues of the Issuer pledged or to be pledged to pay the principal of, and interest on the Bonds, or the pledge thereof, or in any way contesting or affecting the validity or enforceability of the Bonds, the Resolution or this Placement Agreement, or contesting the powers of the Issuer or its authority with respect to the Bonds, the Resolution or this Placement; and (C) the Issuer has complied in all material respects with the Resolution and the terms of the Bonds and satisfied all material conditions on its part to be performed or satisfied at or prior to the delivery of the Bonds;

(v) a certificate of the Paying Agent under the Resolution as to the delivery of the Bonds and a certificate of the Issuer as to the receipt of payment therefor; and

(vi) such additional certificates, instruments or opinions as Bond Counsel, the Issuer or the Placement Agent may deem necessary or desirable.

All certificates, instruments, opinions and documents referred to above and any resolutions shall be in form and substance satisfactory to Bond Counsel, the Issuer and the Placement Agent.

If the obligations of the Placement Agent shall be terminated for any reason permitted hereby, neither the Placement Agent nor the Issuer shall be under further obligation hereunder.

4. At or prior to 4:00 pm on _____, 2021, you will deliver to, or at the direction of, the Purchaser the Bonds in definitive fully registered form duly executed, registered in the names and denomination

specified by the Purchaser together with the other documents hereinabove mentioned, upon payment of the purchase price of the Bonds as set forth in Paragraph 1 hereof by wire and in immediately available funds. Delivery as aforesaid shall be made in the offices of the Issuer, as shall have been mutually agreed upon and such payment shall be made simultaneously therewith. This payment and delivery is herein called the "Closing."

5. Unless otherwise set forth herein, the representations and agreements in this Placement Agreement shall survive the delivery of the Bonds hereunder.

6. The Placement Agent's obligation hereunder to use its best efforts to place the Bonds shall be subject to the performance by you of your obligations hereunder in all material respects at or prior to the Closing and the accuracy in all material respects of your representations and warranties contained herein and shall also be subject to the following conditions:

(a) At the time of the Closing, the Resolution and all related documents of the Issuer with respect to the issuance of the Bonds shall be in full force and effect and shall not have been amended, modified or supplemented, except as may have been agreed to by the undersigned.

(b) The undersigned may terminate this Placement Agreement by notification in writing to you if at any time subsequent to the date hereof and at or prior to the Closing: (i) a stop order, ruling, regulation, proposed regulation or statement by or on behalf of the Securities and Exchange Commission shall be issued or made to the effect that the issuance, offering or sale of the Bonds without registration thereof or obligations of the general character of the Bonds is in violation of any provision of the Securities Act of 1933 or of the Trust Resolution Act of 1939; (ii) in the Congress of the United States, legislation shall be enacted or a bill shall be favorably reported out of committee of either house, or a decision by a court of the United States shall be rendered, or a ruling, regulation, proposed regulation or statement by or on behalf of the Securities and Exchange Commission or other governmental agency having jurisdiction of the subject matter shall be made, to the effect that securities of the issuer or of any similar body are not exempt from the registration, qualification or other requirements of the Securities Act of 1933 or the Trust Resolution Act of 1939; (iii) the United States shall have become engaged in hostilities which have resulted in a declaration of war or a national emergency; (iv) there shall have occurred a general suspension of trading on the New York Stock Exchange; or (v) a general banking moratorium shall have been declared by the United States, State of New York, or State of Tennessee authorities.

(c) The Issuer shall have arranged for payment of the Placement Agent's fee at the time of Closing from the proceeds of the sale of the Bonds.

(d) You shall perform or have performed in all material respects at or prior to the Closing all of your obligations required under or specified in this Placement Agreement and the Resolution to be performed at or prior to the Closing.

7. On or before 4:00 pm, on _____, 2021, the Purchaser shall deliver to the Paying Agent the names in which the Bonds are to be registered and subject to the provisions of the Resolution the denominations thereof. At the Closing, contemporaneously with the receipt of the Bonds, the Purchaser will deliver to you a receipt therefor, in form satisfactory to Bond Counsel, signed by the Purchaser.

8. You shall pay, solely from the proceeds of the sale of the Bonds, at the time of the Closing: (a) the cost of the preparation and printing of the Bonds; (b) the fees and disbursements of the Municipal Advisor, Bond

Counsel and of any other counsel or consultants retained by you; and (c) the fees and expenses of the Paying Agent. The Placement Agent shall pay the fees and disbursements of any counsel to the Placement Agent and Placement Agent's own out-of-pocket expenses. The Issuer shall be under no obligation to pay any expenses incident to the performance of the obligations of the Placement Agent hereunder.

9. You agree and understand that this Placement Agreement is a contract for services and waive any claims you may have that you are immune from suit by virtue of any law or claim for any matter arising from or relating to this Placement Agreement.

10. This Placement Agreement may be terminated at any time by the Issuer, upon five business days' prior notice to such effect to the Placement Agent, or by the Placement Agent upon five business days' prior notice to such effect to the Issuer.

11. The agreements and all representations and warranties herein set forth have been and are made for the benefit of the Placement Agent and the Issuer, and no other person shall acquire or have any right under or by virtue of this Placement Agreement.

12. This Placement Agreement shall become effective upon the execution of the acceptance hereof by an authorized officer of the Issuer and shall be valid and enforceable as of the time of such acceptance.

[PLACEMENT AGENT]

By _____
Name _____
Title _____

ACCEPTED this _____ day of _____, 2021

SUMNER COUNTY, TENNESSEE

By: _____
County Mayor

EXHIBIT F

Municipal Advisory Agreement



March 22, 2021

Sumner County, Tennessee
Honorable Anthony Holt
355 North Belvedere Drive
Gallatin, TN 37066

Re: Sumner County, Tennessee General Obligation School and Public Improvement Bonds, Series 2021

Dear Mayor Holt:

Pursuant to our recent conversations, we are pleased to confirm the arrangements under which Oakdale Municipal Advisors, LLC (“Oakdale”) will be hired as Municipal Advisor to provide advisory services to Sumner County, Tennessee (the “County”) in connection with the issuance of not to exceed \$90,250,000 general obligation school and public improvement bonds in one or more series referenced above (the “Bonds”). We look forward to assisting the County in the successful completion of this financing goal.

1. Scope of Services

Oakdale is being hired as Municipal Advisor to provide the services under this Agreement. In its capacity as Municipal Advisor, Oakdale will provide the following services to complete the issuance of the Bonds.

- Assist and advise in connection with the preparation and implementation of the Bonds;
- Assist the County in the selection of bond counsel, paying agent, rating agency(ies) and any other members required for the financing team;
- In conjunction with County staff and within guidelines of the County’s debt management policy, propose financing methods to be considered for accomplishing the objectives of the County;
- Work with the financing team in recommending size, structure, specific terms, and conditions of the debt issue;

- Coordinate execution of the financing plan, including serving as the main contact with the County and all financing team members;
- Develop a schedule that incorporates all phases of the financing process;
- Prepare a credit package that will include all relative credit information to be used in conjunction with the procurement of a credit rating, which data will be used in large part to create the "Information Concerning the County" section of both the preliminary and final official statements (collectively, the "Official Statement") used in connection with the offer and sale of the Bonds;
- Working with the County, devise the structure of the issue(s), and arrange for the offering and sale of the Bonds. Manage competitive or negotiated sale process;
- Assist in the preparation of the Official Statement;
- Verify bids for the Bonds and advise as to award of the Bonds;
- Assist in the preparation of legal documentation of the proposed transaction;
- Assist in the preparation and verification of final closing calculations; and
- Coordinate the activities for a successful closing including preparation of a flow of funds or "closing" memorandum.

Both parties acknowledge and agree that Oakdale is acting solely as a municipal advisor with respect to the Bonds. Oakdale's engagement is limited to providing municipal advisory services with respect to this issuance of bonds. Oakdale is not a fiduciary of any other party to the transaction and will be neither party to, nor liable under, any contract, agreement, or understanding executed or otherwise existing to affect the Bonds. Oakdale will not investigate the veracity of any certifications provided by any party; provide legal or accounting assurance that any matter or procedure complies with any applicable law; or be liable to any party if the Bonds fail to close or for default of same.

2. Information to be Supplied

In connection with Oakdale's activities on the County's behalf, the County agrees to (a) fully cooperate with Oakdale, (b) promptly furnish to Oakdale all information and data concerning the County and the Bonds that Oakdale deems appropriate (the "Information"), and (c) provide Oakdale with full access to the County's officers, directors, employees, appraisers, independent accountants, legal counsel and other consultants and advisors.

The County understands and acknowledges that Oakdale will be using and relying on the Information to render its services and will not verify the same or independently appraise any of the assets or liabilities of the County. The County agrees that Oakdale has no obligation to and is not expected to verify the Information or appraise any County assets or liabilities. Oakdale does not assume responsibility for the accuracy or completeness of the Information or any other information regarding the County, any prospective party to a bond issuance or any bond issuance. The County agrees that it is solely responsible for the accuracy and completeness of such information.

3. Compensation and Expenses

It is understood that Oakdale will be paid a municipal advisory fee of not to exceed \$80,000 for services rendered relating to the issuance of the Bonds. This will be the only fee charged by Oakdale and will cover all out-of-pocket expenses incurred by Oakdale during this engagement. If the bonds are sold in

multiple series, our fee for each series will be calculated on a pro-rata basis as compared to the principal amount of such series relative to \$90,250,000. The pro-rated fee shall be earned at the successful closing of each transaction and will be paid at that time.

The County acknowledges that it will be responsible for paying the expenses incident to the issuance of the Bonds, including but not limited to (i) underwriter's discount, (ii) the cost of the preparation, printing or other reproduction of reasonable quantities of the Official Statement, including shipping and distribution costs, (iii) the cost of printing, signing, registering and authenticating the book-entry Bonds, (iv) expenses of rating agency(ies), and (v) the fees of bond counsel, the registration, paying and escrow agent, and of any other experts or consultants retained by the County.

4. Term and Termination of the Engagement

This agreement shall be in effect from the date hereof until the time that this agreement is terminated. This agreement will automatically terminate upon the successful closing of the issuance of the Bonds. The County or Oakdale may terminate this agreement at any prior time immediately upon written notice to the other party. Notwithstanding the foregoing, the provisions of the second paragraph of Section 3 (Responsibility for Other Expenses), 8 (Independent Contractor), and 9 (Non-Exclusive Relationship) will survive termination.

5. Binding Effect

This agreement will be binding upon Oakdale, the County, and their respective successors. No waiver, amendment or other modification of this agreement shall be effective unless in writing and signed by each party to be bound. In case any provision of this letter agreement shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions of this letter agreement shall not in any way be affected or impaired thereby.

6. Entire Agreement

This Agreement is the entire agreement of the parties and supersedes all prior or contemporaneous written or oral negotiations, correspondence, agreements, and understandings (including all pre-existing investment management agreements between the parties, which are hereby cancelled), regarding the subject matter hereof.

7. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

8. Independent Contractor

Oakdale is and will hereafter act as an independent contractor and not as an employee of the County, and nothing in this agreement may be

interpreted or construed to create any employment, partnership, joint venture or other relationship between Oakdale and the County.

9. Non-Exclusive Relationship

The County acknowledges and agrees that this Agreement will not restrict Oakdale from serving as Municipal Advisor for other clients. Specifically, Oakdale is currently or has recently served multiple municipalities and other entities within Sumner County as municipal advisor on issues of debt. Oakdale

will devote, in its reasonable discretion, the assets, resources, and personnel reasonably required to perform the services hereunder.

10. Additional Disclosures

- Oakdale may utilize the legal services of Bass, Berry & Sims PLC from time to time on unrelated matters. For this engagement, it is understood that Bass, Berry & Sims PLC will represent solely the County as bond counsel.
- An officer of Oakdale who will be instrumental in the issuance of the Bonds has a direct family relationship with one of the County's elected County Commissioners. The County Commissioner is also an employee of the County.
- There have been no material changes or additions to the legal or disciplinary event disclosures on form MA or MA-1 filed with the Securities and Exchange Commission by Oakdale since the initial firm filing.

If you find the terms of this Letter of Engagement acceptable, please sign below and return one copy to Oakdale.

We look forward to working with you to meet the County's financial objectives. Should you have questions, please contact me at 615.351.4409.

Yours sincerely,

Oakdale Municipal Advisors, LLC

By: Julianne G. Graham
Julianne G. Graham, President

This Letter of Engagement is hereby accepted and approved this _____ day of _____ 2021.

Sumner County, Tennessee

By: _____

Its: _____

EXHIBIT G

Engagement Letter of Bond Counsel

March 22, 2021

Sumner County, Tennessee
Attn: The Honorable Anthony Holt
355 North Belvedere Drive
Gallatin, Tennessee 37066

Re: Issuance of Not to Exceed \$90,250,000 General Obligation School and Public Improvement Bonds (the "Bonds")

Dear County Mayor Holt:

The purpose of this engagement letter is to set forth certain matters concerning the services we will perform as bond counsel to Sumner 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 to fund school improvement projects, to refund outstanding bonds for debt service savings, and to pay costs incident to the issuance and sale of the Bonds.

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 issues.
5. Prepare election proceedings or pursue validation proceedings, if any.
6. Draft those sections of the official statement 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.

7. 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.

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 (6) 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) except as set forth above.
- 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 any other outstanding debt of the County, or, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking.
- h. Representing the Issuer in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.

- i. After Closing, providing continuing advice to the Issuer or any other party concerning any actions necessary to assure that interest paid on the Bonds will continue to be excludable from gross income for federal income tax purposes (e.g., our engagement does not include rebate calculations for the Bonds).
- j. 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, including an underwriter or placement agent selected by the Issuer to assist with the sale 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. Execution of this letter will signify the Issuer's consent 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 in an aggregate principal amount of not to exceed \$90,250,000; (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, our fee is estimated to be \$70,000. The fees quoted above include all out-of-pocket expenses advanced for your benefit, such as travel costs, photocopying, deliveries, long distance telephone charges, telecopier charges, filing fees,

computer-assisted research and other expenses. If the Bonds are sold in multiple series, then our fee for each series will be measured on a pro rata basis, in proportion to the principal amount of such series, relative to \$90,250,000.

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 Contract are deemed to be Issuer's property. Our own files, including lawyer work product, pertaining to the transaction will be retained by us for a period of three (3) years and be subject to inspection by Issuer upon reasonable notice.

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 to the extent permitted by applicable law.

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.

SUMNER COUNTY, TENNESSEE

BASS, BERRY & SIMS PLC:

By: _____

By: Jeff Oldham

Anthony Holt, County Mayor

Jeff Oldham, Member

STATE OF TENNESSEE)

COUNTY OF SUMNER)

I, Bill Kemp, certify that I am the duly qualified and acting County Clerk of Sumner County, Tennessee, and as such official I further certify that attached hereto is a true and correct copy of a resolution duly adopted by the Board of

County Commissioners of the County at a meeting of the governing body of the
County held on _____, 2021.

WITNESS my official signature and seal of said County this ____ day of
_____, 2021.

County Clerk

(SEAL)

30027674.3

Commissioner Chris Taylor explained that this resolution would allow two existing bonds to be recalled and re-issued at a lower rate. This would also allow the bond consultants to purchase the bonds at the lowest available rate for the building of the middle school at Liberty Creek and a third through fifth grade building in White House.

Commissioner Nipper spoke about the need and community support for the addition of a third through fifth grade building to the White House schools. He also discussed the increase in rates and material costs.

Commissioner Moe Taylor asked if any funds are being received from the City of Gallatin and city of White House for the school buildings. Finance Director David Lawing stated the Adequate Facilities Tax is being received. Commissioner Moe Taylor asked what the debt capacity would be if resolution is approved. Mr. Lawing explained that without any growth or using any debt service reserves, the debt capacity would be zero until the 2024 fiscal year. Commissioner Moe Taylor asked what the total principal plus interest will be for next fiscal year. Mr. Lawing responded that the estimated principal would be around \$316,500,000.00 with estimated interest of \$97,400,000.00.

After discussion about operating costs for the Liberty Creek Schools, Commissioner Mansfield moved to refer back to Budget Committee until operating costs for Liberty Creek Schools are figured. Chairman Langford ruled out of order because operating costs are not part of the bond issuance.

After further discussion, Commissioner Mansfield moved, seconded by Commissioner Moe Taylor to refer back to Budget Committee.

The electronic vote to refer was recorded in the following manner:

Res Refer1 3/22/2021 8:59:26 PM
YES - 3 **NO - 19** **ABS - 0**

Individual Voting Results (Yes-Y; No-N; Abstain-A; Not Voting-NV; Not Present-NP)

A Driver	- N	B Geminden	- N	B Ring	- N
B Stewart	- N	C Krueger	- N	C Taylor	- N
Chr. Langford	- N	D Dewitt	- N	D Sullivan	- N
G Rhodes	- N	J Becker	- N	J Foster	- N
J Mansfield	- Y	J Nipper	- N	L Hinton	- NP
L Schell	- N	L Tinsley	- N	M Guthrie	- N
M Hyde	- N	M Taylor	- Y	P Goode	- N
S Graves	- NV	S Tucker	- N	T Wright	- Y

Chairman Langford declared the motion to refer failed to carry.

After discussion, Commissioner Rhodes moved, seconded by Commissioner Goode, to call for the question.

The electronic vote for call for question was recorded in the following manner:

Res Question1 3/22/2021 9:02:27 PM
YES - 18 **NO - 4** **ABS - 0**

Individual Voting Results (Yes-Y; No-N; Abstain-A; Not Voting-NV; Not Present-NP)

A Driver	- Y	B Geminden	- Y	B Ring	- Y
B Stewart	- Y	C Krueger	- Y	C Taylor	- Y
Chr. Langford	- Y	D Dewitt	- Y	D Sullivan	- Y
G Rhodes	- Y	J Becker	- N	J Foster	- Y
J Mansfield	- N	J Nipper	- Y	L Hinton	- NP
L Schell	- Y	L Tinsley	- Y	M Guthrie	- Y
M Hyde	- N	M Taylor	- N	P Goode	- Y
S Graves	- NV	S Tucker	- Y	T Wright	- Y

Chairman Langford declared the motion to call for the question approved by the necessary two-thirds vote.

The electronic vote for the main motion was recorded in the following manner:

Res 2103-09 3/22/2021 9:03:00 PM
YES - 20 **NO - 3** **ABS - 0**

Individual Voting Results (Yes-Y; No-N; Abstain-A; Not Voting-NV; Not Present-NP)

A Driver	- Y	B Geminden	- Y	B Ring	- Y
B Stewart	- Y	C Krueger	- Y	C Taylor	- Y
Chr. Langford	- Y	D Dewitt	- Y	D Sullivan	- Y
G Rhodes	- Y	J Becker	- Y	J Foster	- Y
J Mansfield	- N	J Nipper	- Y	L Hinton	- NP
L Schell	- Y	L Tinsley	- Y	M Guthrie	- Y
M Hyde	- Y	M Taylor	- N	P Goode	- Y
S Graves	- Y	S Tucker	- Y	T Wright	- N

Chairman Langford declared Resolution 2103-09 approved by the body.

Commissioner Chris Taylor introduced the following resolution and moved for approval; Commissioner Stewart seconded the motion.

**2103-10 A RESOLUTION APPROPRIATING ADDITIONAL \$70,000.00
FROM GENERAL FUND UNASSIGNED FUND BALANCE FOR
INCREASED AUTOPSY EXPENSES**

BE IT RESOLVED by the Sumner County Board of County Commissioners meeting in regular session on this the 22nd day of March 2021, that this body does hereby appropriate additional \$70,000.00 from general fund unassigned fund balance for increased autopsy expenses, as shown on the attachment herewith.

Chairman Langford declared the resolution approved by unanimous voice vote of the body.

County Mayor Anthony Holt called for a point of personal privilege to acknowledge an upset Commissioner who left early due to some Commissioners not adhering to the mask mandate. He also requested an out of order ruling when Commissioners get off topic of motion on the floor so all Commissioners have the opportunity to speak to the matter.

ADJOURNMENT

Chairman Langford declared the Commission meeting adjourned at 9:37 p.m. upon motion of Commissioner Hinton and duly seconded.

BILL KEMP, CLERK

SCOTT LANGFORD, CHAIRMAN

Prepared by Jennifer Mitchell
Approved on _____