

January ___, 2022

The Metropolitan Government of Nashville and Davidson County (Tennessee)
700 2nd Avenue South, Suite 205
Nashville, Tennessee 37210
Attention: Office of the Treasurer

RE: The Metropolitan Government of Nashville and Davidson County
(Tennessee) Water and Sewer Revenue Commercial Paper Notes, Series 2022 –
Fee Letter

Ladies and Gentlemen:

This letter constitutes the Fee Letter referred to in that certain Revolving Credit Agreement, dated January ___, 2022 (as amended from time to time, the “*Agreement*”), by and between THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY (TENNESSEE) (the “*Metropolitan Government*”) and STATE STREET BANK AND TRUST COMPANY (the “*Liquidity Provider*”), pursuant to which the Liquidity Provider provides liquidity support of the above-referenced commercial paper notes (the “*CP Notes*”). Terms used herein and not otherwise defined shall be given such meanings as are set forth in the Agreement.

The fees due and payable to the Liquidity Provider are set forth herein.

1. From the Effective Date and thereafter, the Metropolitan Government hereby agrees to pay to the Liquidity Provider a nonrefundable commitment fee (the “*Commitment Fee*”) with respect to the Agreement at the rate per annum set forth below (the “*Commitment Fee Rate*”) to but excluding the Commitment Expiration Date, on the Commitment as in effect as of the close of business on each day during each period in respect of which payment is made. The applicable Commitment Fee Rate for any period shall be determined on the basis of the publicly announced long-term credit rating assigned to any Water and Sewer Bonds by any of S&P, Fitch or Moody’s (the “*Credit Ratings*”), without giving effect to any bond insurance policy or other credit enhancement securing such Water and Sewer Bonds:

<u>Credit Rating</u> <u>(S&P/Fitch/Moody’s)</u>	<u>Commitment Fee Rate</u>
AA-/AA-/Aa3 or better	0.39%
A+/A+/A1	0.49%
A/A/A2	0.64%
A-/A-/A3	0.99%
BBB+/BBB+/Baa1	1.49%

If the Credit Ratings assigned by S&P, Fitch and/or Moody’s, respectively, appear in more than one rating category (i.e., a split rating), the Commitment Fee Rate will be based on the category that includes the lowest Credit Rating. References to ratings above are references to rating categories as presently determined by S&P, Fitch and Moody’s, respectively, and in the

event of adoption of any new or changed rating system by any such rating agency, each of the ratings from the rating agency in question referred to above shall be deemed to refer to the rating category under the new rating system which most closely approximates the applicable rating category as currently in effect. Each change in the Commitment Fee Rate resulting from a change in the Credit Rating shall become effective on the date of announcement or publication by S&P, Fitch or Moody's of a change in such rating or, in the absence of such announcement or publication, on the effective date of such changed rating. In the event that the Credit Rating assigned by any of S&P, Fitch or Moody's falls below "BBB+" or "Baa1", respectively, or has been suspended, withdrawn or otherwise is unavailable for any reason, the Commitment Fee then in effect will increase automatically, without notice, to 1.00% per annum and such increased Commitment Fee Rate shall be payable until no such Credit Rating remains below "BBB+" or "Baa1", respectively, or is so suspended, withdrawn or unavailable, or the Agreement otherwise terminates. Upon the occurrence and during the continuance of an Event of Default under the Agreement, the Commitment Fee Rate then in effect will increase by an additional 1.00% per annum automatically and without notice to the Metropolitan Government, commencing on the date such Event of Default occurs and such increased Commitment Fee Rate shall be payable until such Event of Default is cured (but solely to the extent curable under the Agreement) or is otherwise waived in writing by the Liquidity Provider, or the Agreement otherwise terminates.

Such Commitment Fee shall be payable in immediately available funds quarterly in arrears, at or prior to 1:00 P.M. (New York City time), on each Quarterly Payment Date prior to the Termination Date (each such payment to be computed on the basis of a year of 365 or 366 days, in each case, and the actual number of days elapsed), in respect of the Commitment from time to time in effect, and on the Commitment Expiration Date. If the Commitment is terminated in its entirety, all accrued Commitment Fees shall be payable on the effective date of such termination.

3. The Metropolitan Government hereby agrees to pay, per Advance, to the Liquidity Provider, an advance fee equal to \$250 with respect to each Advance, payable monthly in arrears.

4. The Metropolitan Government also hereby agrees to pay to the Liquidity Provider, (i) in connection with the written request by the Metropolitan Government of any amendment, supplement, modification, consent or waiver to, or transfer of, the Agreement or any other Related Documents which require the consent, waiver or other action of the Liquidity Provider, and (ii) in connection with any extension of the Commitment Expiration Date, a non-refundable amendment fee of \$2,500.00, plus the reasonable fees of any legal counsel, together with reasonable expenses, retained by the Liquidity Provider in connection therewith.

5. In the event that the Commitment is otherwise permanently reduced by or on behalf of the Metropolitan Government prior to January ____, 2023, the Metropolitan Government agrees to pay to the Liquidity Provider on such termination date or reduction date, as applicable, in addition to all other obligations of the Metropolitan Government that may be due and payable at such time, a termination fee equal to the Commitment Fee which would have been payable to the Liquidity Provider from (and including) such termination date or reduction date through January ____, 2023, calculated at the time of such termination or reduction on the basis of the then applicable Commitment in effect (or, if as a result of a reduction of less than

100% of the Liquidity Provider's Commitment, the reduced amount of such Commitment) and the then applicable Commitment Fee Rate.

6. The Metropolitan Government hereby agrees to pay to McGuireWoods LLP, as special counsel to the Liquidity Provider, legal fees not to exceed \$_____ plus disbursements. Such fees and disbursements shall be paid promptly by the Metropolitan Government following presentation of an invoice by McGuireWoods LLP.

7. All fees described in paragraphs 1-5 shall be paid on the dates due, in immediately available funds, to the Liquidity Provider. Fees paid shall not be refundable under any circumstances.

THIS LETTER SHALL BE DEEMED TO BE A CONTRACT UNDER, AND SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK; *PROVIDED, HOWEVER*, THAT THE OBLIGATIONS OF THE METROPOLITAN GOVERNMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TENNESSEE. This letter may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This letter shall become effective when each party hereto shall have received a counterpart hereof duly executed by the other party hereto. This letter may be amended only upon the written agreement of the Metropolitan Government and the Liquidity Provider.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

Very truly yours,

STATE STREET BANK AND TRUST
COMPANY, as the Liquidity Provider

By _____
Name: Melissa Rowe
Title: Managing Director

Agreed:

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
(TENNESSEE)

By: _____
Name: John Cooper
Title: Metropolitan Mayor

By: _____
Name: Elizabeth Waites
Title: Metropolitan Clerk

Approved As to Form and Legality:

By: _____
Name: Wallace Dietz
Title: Director of Law

32019737.1