

COMMERCIAL PAPER DEALER AGREEMENT

This COMMERCIAL PAPER DEALER AGREEMENT, dated as of January 1, 2022 (the "Agreement"), by and between THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY (the "Issuer") and MORGAN STANLEY & CO. LLC ("Morgan Stanley" or the "Dealer").

For and in consideration of the mutual covenants made herein and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Background and Definitions.

(a) The Issuer has authorized the issuance and sale from time-to-time of a series of its water and sewer revenue bond anticipation notes, in the form of Commercial Paper Notes designated "Water and Sewer Revenue Commercial Paper Notes, Series 2022" (the "Commercial Paper Notes") in the aggregate principal amount not to exceed \$200,000,000 outstanding at any time, the liquidity for which is being provided by State Street Bank and Trust Company (the "Bank") pursuant to the terms of a Revolving Credit Agreement, dated as of January 1, 2022, between the Bank and the Issuer (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement" or the "Facility").

(b) The Issuer has authorized the issuance of the Commercial Paper Notes pursuant to a resolution adopted by the Metropolitan County Council of the Issuer on December 21, 2021 (as the same may be amended or supplemented, the "Resolution") in accordance with an Issuing and Paying Agency Agreement, dated as of the date hereof (as the same may be amended, supplemented or replaced, the "Issuing and Paying Agency Agreement") between the Issuer and U.S. Bank National Association (the "Issuing and Paying Agent").

(c) The Resolution provides for the appointment of a Dealer to perform certain duties, including the offering and sale from time-to-time of the Commercial Paper Notes on behalf of the Issuer.

(d) Morgan Stanley has agreed to accept the duties and responsibilities of the Dealer with respect to the Commercial Paper Notes under the Resolution and this Agreement.

(e) Unless otherwise defined herein, all capitalized terms shall have the meanings ascribed to them in the Resolution or the Issuing and Paying Agency Agreement.

(f) Unless otherwise specifically stated herein, all references to time shall be deemed to refer to prevailing time in New York, New York.

Section 2. Appointment of Dealer.

(a) Subject to the terms and conditions contained herein, the Issuer hereby appoints Morgan Stanley as the exclusive Dealer for the Commercial Paper Notes in the United States, and Morgan Stanley hereby accepts such appointment.

(b) While (i) the Issuer has and shall have no obligation to sell the Commercial Paper Notes to the Dealer or to permit the Dealer to arrange any sale of the Commercial Paper Notes for the account of the Issuer, and (ii) the Dealer has and shall have no obligation to purchase the Commercial Paper Notes from the Issuer or to arrange any sale of the Commercial Paper Notes for the account of the Issuer, the parties hereto agree that in any case where the Dealer purchases the Commercial Paper Notes from the Issuer, or arranges for the sale of the Commercial Paper Notes by the Issuer, such Commercial Paper Notes will be purchased or sold by the Dealer in reliance on the representations, warranties, covenants and agreements of the Issuer herein contained and in the manner provided herein.

(c) The Issuer has delivered to the Dealer a certified copy of the Resolution and the Issuing and Paying Agency Agreement. The Issuer agrees to provide the Dealer with a certified copy of

any amendment to the Resolution or Issuing and Paying Agency Agreement, if any, promptly upon the adoption or execution thereof. The Commercial Paper Notes will be sold in minimum denominations of \$100,000 and integral multiples of \$1,000 in excess thereof, and will mature not more than 270 days from the date of issuance. The Commercial Paper Notes will be issued by the Issuer as book-entry obligations represented by one or more master notes and recorded in the electronic book-entry system maintained by the Depository or any other clearing corporation (each a "Clearing Corporation") within the meaning of Section 8-102(a)(5) of the Uniform Commercial Code in accordance with the terms of the letter of representations among the Issuer, the Issuing and Paying Agent and the Clearing Corporation (the "Clearing Corporation Letter of Representations").

Section 3. Sale and Purchase of Commercial Paper Notes.

(a) The Dealer and the Issuer agree that any Commercial Paper Notes which the Dealer may arrange the sale of or which, in the Dealer's sole discretion, it may elect to purchase, will be purchased or sold on the terms and conditions and in the manner provided in the Resolution, the Issuing and Paying Agency Agreement and this Agreement. Anything herein to the contrary notwithstanding, to the extent of any conflict between the provisions hereof and of the Resolution or the Issuing and Paying Agency Agreement, the provisions of the Resolution and the Issuing and Paying Agency Agreement shall be controlling.

(b) On and after the Closing (described below), subject to Section 4(b) of this Agreement, the Dealer will use its best efforts to arrange for the sale (other than to the Issuer) of the Commercial Paper Notes to pay the principal of any maturing Commercial Paper Notes (referred to herein as the "Rollover CP"); provided, however, that this sentence is not a representation that it will be able to successfully arrange for sale of the Commercial Paper Notes. Notwithstanding the foregoing, the Dealer may, but shall not be obligated to, purchase any Commercial Paper Notes (including, without limitation, Rollover CP) for its own account unless and until agreement has been reached in each case on the maturity dates and interest rates and any other relevant terms and the Dealer has agreed to such purchase.

(c) If, on any date, the Dealer is unable to arrange for the sale of Rollover CP on the applicable maturity date, the Dealer agrees to (i) notify the Issuer and the Issuing and Paying Agent and the Bank of such inability by 11:30 a.m. on such maturity date and (ii) initiate all instructions to the Issuing and Paying Agent for issuance of all Commercial Paper Notes on that day by 11:30 a.m.

(d) The Dealer is authorized to directly access the PIMS system, or any similar system, of the Issuing and Paying Agent for the purposes of transmitting the instructions described in section (ii) of the preceding paragraph to the Issuing and Paying Agent.

Section 4. Responsibilities of Dealer.

(a) Subject to the terms and conditions set forth in this Agreement, Morgan Stanley agrees to perform the duties of Dealer set forth in this Agreement and the Resolution. It is understood that in undertaking to perform such duties, and in the performance thereof, it is the intention of the parties that the Dealer will act solely as an agent and not as a principal, except as expressly provided in this Agreement. The Dealer shall use its best efforts to solicit and arrange sales of Rollover CP on behalf of the Issuer at such rates, up to the maximum interest rate applicable to Commercial Paper Notes, and maturities as may prevail from time to time in the market.

(b) Notwithstanding anything to the contrary contained herein, the Dealer may, in its sole discretion, suspend its obligation to use its best efforts to solicit and arrange sales of the Rollover CP immediately upon the occurrence of any of the following events, which suspension will continue so long as, in the Dealer's reasonable judgment, such event continues have a material adverse effect on the marketability of the Commercial Paper Notes:

(i) suspension or material limitation in trading in securities generally on the New York Stock Exchange;

(ii) a general moratorium on commercial banking activities in Tennessee or New York is declared by either federal or State of Tennessee or New York authorities;

(iii) the engagement by the United States in hostilities if the effect of such engagement, in the Dealer's judgment, makes it impractical or inadvisable to proceed with the solicitation of offers to purchase the Commercial Paper Notes;

(iv) legislation shall be favorably reported by a committee of the House of Representatives or the Senate of the Congress of the United States or be introduced by committee or amendment in, or be enacted by, the House of Representatives or the Senate, or be recommended by the President of the United States, or a decision by a court established under Article III of the Constitution of the United States, or the Tax Court of the United States, shall be rendered or a ruling, regulation or order of the Treasury Department of the United States or the Internal Revenue Service or any other governmental entity having jurisdiction over the subject matter shall be made or proposed having the purpose or effect of imposing federal income taxation, or any other event shall have occurred which results in the imposition of federal income taxation, upon interest received on any Commercial Paper Notes;

(v) legislation shall be introduced by committee, by amendment or otherwise, in, or be enacted by, the House of Representatives or the Senate of the Congress of the United States, or a decision by a court of the United States shall be rendered, or a stop order, ruling, regulation or official statement by, or on behalf of, the United States Commercial Paper Notes and Exchange Commission or other governmental agency having jurisdiction of the subject matter shall be made or proposed, to the effect that the offering or sale of obligations of the general character of the Commercial Paper Notes, as contemplated hereby, is or would be in violation of any provision of the Securities Act of 1933, as amended (the "Securities Act") as then in effect, the Securities Exchange Act of 1934, as amended (the "Exchange Act") as then in effect, or the Trust Indenture Act of 1939, as amended (the "TIA") as then in effect or with the purpose or effect of otherwise prohibiting the offering or sale of obligations of the general character of the Commercial Paper Notes, or the Commercial Paper Notes themselves, as contemplated hereby;

(vi) any event shall occur or information shall become known, which, in the Dealer's reasonable opinion, makes untrue, incorrect or misleading in any material respect any statement or information contained in any disclosure documents provided to the Dealer in connection with the performance of its duties hereunder, whether provided pursuant to Section 10 hereof or otherwise, or causes such documents to contain an untrue, incorrect or misleading statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading;

(vii) any governmental authority shall impose, as to the Commercial Paper Notes any material restrictions not now in force, or increase materially those now in force;

(viii) any of the representations and warranties of the Issuer made hereunder shall not have been true and correct in all material respects on the date made; or

(ix) an actual or imminent default or a moratorium in respect of payment of any U. S. Treasury bills, bonds or notes the effect of which in the Dealer's judgment makes it impractical to market the Commercial Paper Notes or to enforce contracts for the sale of the Commercial Paper Notes.

Section 5. Transactions in Commercial Paper Notes. All transactions in Commercial Paper Notes between the Dealer and the Issuer shall be in accordance with the Resolution, the Issuing and Paying Agency Agreement, this Agreement, and the customs and practices in the commercial paper market regarding settlement and delivery formally adopted in writing from time to time by the New York Clearinghouse, to the extent not inconsistent with the Resolution. As early as possible, but not later than

11:30 a.m. on the day on which any Commercial Paper Notes are to be issued, the Dealer shall notify the Issuer of the proposed final maturities, prices and interest rates (which interest rates shall not exceed the Maximum Rate) at which the Dealer will arrange for the sale of or, in its sole discretion, purchase the Commercial Paper Notes, and provide the Issuer with any other information as required for delivery of such Commercial Paper Notes in accordance with Section 3 hereof.

Section 6. Closing. At 11:00 a.m. on January [___], 2022 or on such other date or time as may be mutually agreed upon (the "Closing"), the Issuer will deliver (a) a Certificate signed by an Authorized Officer stating that the representations and warranties set forth in this Agreement, the Resolution and Issuing and Paying Agency Agreement are true and accurate as of the date of Closing; (b) an opinion of Bond Counsel, dated the Closing, substantially in the form attached to the Offering Memorandum; (c) a supplemental opinion of Bond Counsel, dated the Closing, substantially in the form of Exhibit B hereto; (d) the documents as required herein and in the Program Documents (as defined in Section 13(a) hereof) and (e) such additional documentation as Bond Counsel or the Dealer may reasonably request to evidence compliance with applicable law at the offices of Bass, Berry & Sims PLC, 150 Third Avenue South, Suite 2800, Nashville, Tennessee, 37201 or such other place as shall have been mutually agreed upon by the Issuer and the Dealer.

Section 7. Payment for Commercial Paper Notes. The Dealer shall pay for the Commercial Paper Notes sold by the Dealer (or purchased by the Dealer for its own account) in immediately available funds by 2:00 p.m. on the Business Day such Commercial Paper Notes are delivered to the Dealer (provided that such Commercial Paper Notes are so delivered to the Dealer by 2:00 p.m. on such Business Day). All Commercial Paper Notes will be sold at par, and will be evidenced either by (i) a global note immobilized with The Depository Trust Company of New York or (ii) if not, will be executed in the manner provided for in the Resolution.

Section 8. Authorized Officers. Commercial Paper Notes transactions with the Issuer pursuant to Section 5 hereof, shall be with any one of the officers or employees of the Issuer who are designated in writing as Authorized Officers by the Issuer's Director of Finance. The Issuer agrees to provide the Dealer with revised written designations when and as required by changes in the Authorized Officers. The Dealer may rely upon such designations unless and until otherwise notified in writing by the Issuer.

Section 9. Resignation and Removal of Dealer. The Dealer may at any time resign and be discharged of its duties and obligations hereunder upon providing the Issuer, the Bank and the Issuing and Paying Agent with sixty (60) days' prior written notice. The Dealer may be removed at any time, at the direction of the Issuer upon ten (10) days' prior written notice to the Dealer, the Bank and the Issuing and Paying Agent. Upon removal or resignation of the Dealer, the Issuer shall promptly cause the Issuing and Paying Agent to give notice thereof by mail to all owners of the Commercial Paper Notes and to any rating agency that has assigned a rating to the Commercial Paper Notes.

Section 10. Furnishing of Disclosure Materials.

(a) The Issuer agrees to furnish the Dealer with an electronic copy of the Offering Memorandum of the Issuer relating to the Commercial Paper Notes (the "Offering Memorandum"), and such other information with respect to the Issuer and the Commercial Paper Notes as the Dealer shall reasonably request from time to time, for distribution to investors and potential investors in the Commercial Paper Notes. The Issuer shall be responsible for retaining such counsel or advisors as it believes necessary to assure itself that the Offering Memorandum contains all material information necessary to comply with the disclosure requirements of federal and state securities laws. The Issuer will supplement and amend the Offering Memorandum (and all documents incorporated by reference), at its expense, on an annual basis or more often as necessary so that at all times the Offering Memorandum will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(b) The Issuer agrees to cooperate with the Dealer in the preparation from time-to-time of a new Offering Memorandum of the Issuer for the Commercial Paper Notes in the event the Dealer determines that the preparation and distribution of such Offering Memorandum is necessary or desirable in connection with offering and sale on behalf of the Issuer of the Commercial Paper Notes, and to furnish or to cause to be furnished to the Dealer as many copies as the Dealer may reasonably request of such new Offering Memorandum.

(c) If, at any time during the term of this Agreement, any event shall occur or facts become known to the Issuer that might affect the correctness or completeness of any statement of a material fact contained in the then current Offering Memorandum, the Issuer shall promptly notify the Dealer in writing of the circumstances and details of such event. The Issuer agrees to promptly furnish to the Dealer a copy of each filing or notice made to anyone (whether in connection with the Commercial Paper Notes or not) pursuant to any undertaking or other agreement of the Issuer made under any provision of Rule 15c2-12 promulgated by the Securities and Exchange Commission. Notwithstanding anything herein to the contrary, any filing or notice by or on behalf of the Issuer with the Electronic Municipal Market Access website at <https://emma.msrb.org> (or successor website) shall constitute the submission of a filing or notice to the Dealer required by this subsection (c).

Section 11. Indemnification.

(a) If and to the extent permitted by law, and without any representation with respect to permissibility under existing law, the Issuer assumes liability for, and will indemnify and hold the Dealer or any such controlling entity and their respective directors, officers, employees, partners, incorporators, shareholders, servants, trustees and agents (hereinafter the "Indemnitees") harmless from and against, any liabilities, claims, damages, costs, and expenses (including legal fees and expenses) (each a "Claim") arising out of or in connection with (i) any allegation that the Offering Memorandum or any information provided by the Issuer to the Dealer included (as of any relevant time) or includes any untrue statement of a material fact or omitted (as of any relevant time) or omits to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading or (ii) arising out of or based upon the breach by the Issuer of any agreement, covenant or representation made in or pursuant to this Agreement.

(b) If the indemnification provided for above is unavailable or insufficient to hold harmless the Indemnitees in respect of any losses, claims, damages or liabilities referred to above, then the Issuer, in lieu of indemnifying the Indemnitees, if and to the extent permitted by law, and without any representation with respect to permissibility under existing law, shall contribute to the amount paid or payable by the Indemnitees as a result of such losses, claims, damages or liabilities (i) in such proportion as is appropriate to reflect the relative benefits received by the Issuer and the Dealer from the offering of the Commercial Paper Notes or (ii) in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the Issuer and of the Dealer in connection with the statements or omissions that resulted in such Claim, as well as any other relevant equitable considerations; provided, however, such contribution by the Issuer shall be in an amount such that the aggregate costs incurred by the Dealer do not exceed the aggregate of the commissions and fees earned by the Dealer hereunder with respect to the issue or issues of Commercial Paper Notes to which such Claim relates. The relative benefits received by the Issuer and the Dealer shall be deemed to be in the same respective proportions as the net proceeds from the offering (before deducting expenses) received by the Issuer and the total compensation received by the Dealer, bear to the offering price of the Commercial Paper Notes. The relative fault of the Issuer and the Dealer shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to (x) information supplied by the Issuer or (y) information provided in writing by the Dealer specifically for inclusion in the Offering Memorandum under the heading "DEALERS" and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The Issuer and the Dealer agree that it would not be just and equitable if contribution

pursuant to this Section were determined by any other method of allocation that does not take account of the equitable considerations referred to in this paragraph.

(c) The indemnity and other provisions contained in this Section 11 shall survive termination of this Agreement.

Section 12. Fees and Expenses.

(a) For the Dealer's services under this Agreement, the Issuer will pay the Dealer a fee, within 30 days after the last business day of each March, June, September and December, equal to 0.05% of the aggregate principal amount of Commercial Paper Notes issued within the calendar quarter then ending.

(b) The Dealer shall be under no obligation to pay, and the Issuer shall pay, any expenses incident to the performance of the Issuer's obligations hereunder, including but not limited to: (i) the cost of preparing and printing the Commercial Paper Notes; (ii) the fees and expenses of Bond Counsel; (iii) the fees and disbursements of the Bank, the Issuer's accountants, advisers, and any other experts or consultants retained by the Issuer; (iv) fees for bond ratings or other expenses of the bond rating agencies incurred incident thereto; and (v) any travel expenses of the Dealer incurred at the Issuer's request.

(c) The Dealer shall pay: (i) all advertising expenses in connection with the offering of the Commercial Paper Notes, if any; (ii) the costs of printing, if any, and distributing the Offering Memorandum, and (iii) all other expenses incurred by it in connection with its offering and distribution of the Commercial Paper Notes, including any fees incurred in connection with fees charged by the Depository Trust Company, but excluding any fees and expenses described in subsection (b) above.

(d) The Issuer's obligations under this Section 12 shall survive termination or expiration of the Agreement.

Section 13. Representations, Warranties, Covenants and Agreements of the Issuer. The Issuer, by its acceptance hereof, represents, warrants, covenants, and agrees with the Dealer that:

(a) The Issuer has full legal right, power, and authority to enter into (i) this Agreement, as the same may be amended or supplemented; (ii) the Issuing and Paying Agency Agreement; (iii) the Clearing Corporation Letter of Representations; and (iv) the Facility with the Bank (the Issuing and Paying Agency Agreement, the Clearing Corporation Letter of Representations, the Facility and this Agreement may hereinafter be collectively referred to as the "Program Documents"); to adopt the Resolution; to issue and sell the Commercial Paper Notes as limited obligations of the water and sewer system of the Issuer; to deliver the Commercial Paper Notes to the Dealer as provided herein; and to carry out and consummate all other transactions described in the Program Documents;

(b) By official action of the Issuer prior to or concurrently with the acceptance hereof, the Issuer has duly adopted the Resolution, has duly authorized and approved the execution and delivery of, and the performance by the Issuer of the obligations contained in, the Commercial Paper Notes and the Program Documents; and the Program Documents have been duly and validly executed and delivered by the Issuer and constitute valid contractual obligations of the Issuer, and the Commercial Paper Notes when validly executed, authenticated, and delivered in accordance with the Resolution and the Issuing and Paying Agency Agreement will constitute legal, valid, and binding obligations of the Issuer enforceable against the Issuer in accordance with their respective terms and entitled to the benefits of the Resolution;

(c) Interest on the Commercial Paper Notes is not includable in gross income under Section 103 of the Internal Revenue Code of 1986, as amended, for purposes of federal income taxes; no registration under the Securities Act of any security shall be required in connection with the offer and sale of the Commercial Paper Notes in accordance with the terms hereof; and the Resolution shall be exempt from qualification pursuant to the TIA;

(d) The Issuer is not in breach of or default under any applicable law or administrative regulation of the State or the United States or any applicable judgment or decree or any loan agreement, note, resolution, agreement, or other instrument, to which the Issuer is a party or is otherwise subject, which would have a material and adverse effect upon the business or financial condition of the water and sewer system of the Issuer; and the execution and delivery of the Program Documents by the Issuer and the execution and delivery of the Commercial Paper Notes and the adoption of the Resolution by the Issuer and compliance with the provisions of each thereof will not violate or constitute a breach of or default under any existing law, administrative regulation, judgment, decree, or any agreement or other instrument to which the Issuer is a party or is otherwise subject;

(e) All approvals, consents, and orders of any governmental authority or agency having jurisdiction of any matter which would constitute a condition precedent to the performance by the Issuer of its obligations to sell and deliver the Commercial Paper Notes hereunder will have been obtained prior to the Closing;

(f) The information furnished to the Dealer by the Issuer pursuant to Section 10, when furnished or as of any earlier date to which such information relates, in the aggregate does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(g) To the knowledge of the Issuer, no litigation is pending in any court, or threatened, affecting the existence of the Issuer or the title of its officers to their respective offices, or seeking to restrain or enjoin the issuance or delivery of the Commercial Paper Notes, or the collection of receipts or assets of the Issuer pledged or to be pledged to pay the principal of and interest on the Commercial Paper Notes; or in any way contesting or affecting the validity or enforceability of the Commercial Paper Notes, the Resolution, or the Program Documents; or contesting the powers of the Issuer, or any authority for the Commercial Paper Notes, the Resolution, or the Program Documents; or contesting in any way the completeness, accuracy or fairness of the Offering Memorandum; or materially and adversely affecting the financial condition of the water and sewer system of the Issuer;

(h) The Issuer will cooperate with the Dealer in arranging for the qualification of the Commercial Paper Notes for sale and the determination of their eligibility for investment under the laws of such jurisdictions as the Dealer may designate, and will use its best efforts to continue such qualifications in effect so long as the Commercial Paper Notes are being offered by the Dealer; provided, however, that the Issuer will not be required to execute a special or general consent to service of process or qualify to do business in connection with any such qualification in any jurisdiction and the Issuer shall incur no cost or expense in connection with action taken under this subsection 13(h);

(i) The Issuer will provide the Dealer at its address set forth below, within 270 days of the end of each fiscal year, with a copy of its annual audited financial statements for that fiscal year presented in conformity with such generally accepted accounting principles applicable to governmental entities and audited in accordance with generally accepted auditing standards. If the financial statements are not prepared in conformity with generally accepted accounting principles, the relevant differences between the basis upon which they are prepared and those of such generally accepted accounting principles should be discussed and the effects of such differences should be qualified;

(j) The Issuer shall promptly after becoming aware of the same notify the Dealer by telephone (which shall be promptly confirmed in writing) of (i) any material adverse change in the general affairs (financial or otherwise), management or operation of the water and sewer system of the Issuer, or (ii) any litigation involving the water and sewer system of the Issuer which could cause a material adverse change as contemplated in (i) above, or (iii) any reduction or any announcement or notice by Moody's Investors Service ("Moody's") or S&P Global Ratings ("S&P") that it is considering a possible reduction in the ratings of the Commercial Paper Notes, or (iv) any announcement by Moody's or S&P that the

Commercial Paper Notes are being placed on “Credit Watch”, or that some comparable action is being taken by either of such rating agencies, or (v) any information relating to a significant change in the ability of any issuer of any Facility with respect to the Commercial Paper Notes to satisfy its obligations, or (vi) any formal request for an opinion of counsel as to the tax-exempt status of the Commercial Paper Notes.

(k) The Issuer shall not, without the Dealer’s prior written consent, amend the Resolution or the Issuing and Paying Agency Agreement to the extent such amendment affects the rights or obligations of the Dealer;

(l) The Issuer will promptly notify the Dealer by facsimile or other written notice of any other material adverse changes that may affect the offering and sale on behalf of the Issuer of the Commercial Paper Notes or any fact or circumstance which may constitute, or with the passage of time will constitute, an event of default under the Facility; and

(m) Offering Memoranda and supplements, amendments and updates to any thereof, furnished by the Issuer and used by the Dealer (including amendments, supplements and replacements thereof), until such time as they shall have been subsequently amended, updated or replaced, in each case to the extent of the information included therein that relates to the Issuer and its operations and financial condition, shall not contain any untrue, incorrect or misleading statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading.

(n) The Issuer will give the Dealer notice forthwith of the occurrence of any breach by the Issuer of any of its covenants contained in the Resolution.

(o) The Issuer will not permit to become effective any amendment to or modification of the Resolution or the Program Documents which could reasonably be expected to adversely affect the interest of the holder of any Notes then outstanding. The Issuer will give the Dealer notice of any proposed amendment to or modification of the Resolution, the Facility or the Issuing and Paying Agency Agreement prior to the effective date thereof.

(p) The Issuer will not sell Notes in the event that the opinions from Bond Counsel delivered in connection with the initial issuance of the Notes have been withdrawn, adversely modified or retracted.

(q) The Issuer will take all actions within its control necessary to maintain the exclusion of interest on the Notes from the gross income of the holders thereof for Federal income tax purposes.

(r) Each delivery of Notes to the Dealer shall be deemed a representation and warranty by the Issuer, as of the date thereof, that (i) the Notes issued on such date have been duly authorized, issued and delivered and, upon payment therefor, will constitute legal, valid and binding obligations of the Issuer, enforceable against the Issuer in accordance with their terms, and (ii) the representations and warranties of the Issuer set forth in paragraphs (a) through (g) and paragraph (m) of this Section 13 are true and correct as if made on such date.

Section 14. Term of Agreement. This Agreement shall become effective upon the execution of the acceptance hereof by an Authorized Officer and shall continue in full force and effect until the cessation of the Commercial Paper Notes program, subject to the right of suspension and termination as provided herein or until otherwise terminated in accordance with this Agreement.

Section 15. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BE CONSTRUED UNDER AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, PROVIDED, HOWEVER, THAT THE OBLIGATIONS OF THE ISSUER UNDER THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TENNESSEE.

Section 16. Dealing in Commercial Paper Notes by the Dealer: No Obligation to Purchase Commercial Paper Notes.

(a) The Dealer, in its individual capacity, may in good faith buy, sell, own, hold and deal in any of the Commercial Paper Notes, including, without limitation, any Commercial Paper Notes offered and sold by the Dealer pursuant to this Agreement, and may join in any action which any Owner may be entitled to take with like effect as if it did not act in any capacity hereunder. The Dealer, in its individual capacity, either as principal or agent, may also engage in or be interested in any financial or other transaction with the Issuer and may act as depositary, Account Party, or agent for any committee or body of owners of the Commercial Paper Notes or other obligations of the Issuer as freely as if it did not act in any capacity hereunder.

(b) Nothing in this Agreement shall be deemed to constitute the Dealer an underwriter of the Commercial Paper Notes or to obligate the Dealer to purchase any Commercial Paper Notes for its own account at any time.

Section 17. No Advisory or Fiduciary Role. The Issuer acknowledges and agrees that: (i) any purchase of, or arrangement for the sale of, the Commercial Paper Notes contemplated by this Agreement will be pursuant to an arm's length commercial transaction between the Issuer and the Dealer and that the Dealer has financial and other interests that differ from those of the Issuer; (ii) the Dealer is not acting as a municipal advisor, financial advisor or fiduciary to the Issuer and has not assumed any advisory or fiduciary responsibility to the Issuer with respect to any transaction contemplated hereby or the discussions, undertakings and procedures leading thereto (irrespective of whether the Dealer has provided other services, or is currently providing other services, to the Issuer on other matters); (iii) the only obligations the Dealer has to the Issuer with respect to any transaction contemplated hereby are expressly set forth in this Agreement; and (iv) the Issuer has consulted its own financial and municipal, legal, accounting, tax and other advisors, as applicable, to the extent it deems appropriate. If the Issuer would like a municipal advisor in this transaction that has legal fiduciary duties to the Issuer, then the Issuer is free to engage a municipal advisor to serve in that capacity.

Section 18. Miscellaneous.

(a) Except as otherwise specifically provided in this Agreement, all notices, demands and formal actions under this Agreement shall be in writing and either (i) hand-delivered, (ii) sent by electronic means, or (iii) mailed by registered or certified mail, return receipt requested, postage prepaid, to:

The Dealer:

Morgan Stanley & Co. LLC
440 S. LaSalle Street, 37th Floor
One Financial Place
Chicago, Illinois 60605
Attention: William Mack
Telephone No.: 312-706-4266
Email: William.mack@morganstanley.com

The Issuer:

The Metropolitan Government of Nashville and Davidson County
700 2nd Avenue South, Suite 205
Nashville, Tennessee 37210
Attention: Treasurer
Telephone Number: (615) 862-6154
Email: Michell.Bosch@nashville.gov

The Issuing and Paying Agent:

U.S. Bank National Association
100 Wall Street, 16th Floor
New York, NY 10005
Attention: Commercial Paper Notes Operations
Phone Number: (212) 361-2529
Facsimile Number: (212) 509-4529

The Bank:

At the address provided therefor in the Facility

Each party hereto may, by notice given under this Agreement to the other parties described above, designate other addresses to which subsequent notices, requests, reports or other communications shall be directed.

(b) This Agreement shall inure to the benefit of and be binding only upon the parties hereto and their respective successors and assigns. The terms "successors" and "assigns" shall not include any purchaser of any of the Commercial Paper Notes merely because of such purchase. No owner of the Commercial Paper Notes nor other third party shall have any rights or privileges hereunder.

(c) All of the representations and warranties of the Issuer and the Dealer in this Agreement shall remain operative and in full force and effect, regardless of (i) any investigation made by or on behalf of the Dealer or the Issuer, (ii) the offering and sale of and any payment for any Commercial Paper Notes hereunder, or (iii) suspension, termination or cancellation of this Agreement.

(d) This Agreement constitutes the entire agreement between the parties hereto with respect to the matters covered hereby, and supersedes all prior agreements and understandings between the parties. This Agreement and each provision hereof may be amended, changed, waived, discharged or terminated only by an instrument in writing signed by the parties hereto.

(e) Nothing herein shall be construed to make any party an employee of the other or to establish any fiduciary relationship between the parties.

(f) If any provision of this Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable for any reason, such circumstances shall not have the effect of rendering any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatsoever.

(g) This 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.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY

Attest: _____
Elizabeth Waites,
Metropolitan Clerk

By: _____
John Cooper,
Metropolitan Mayor

APPROVED AS TO FORM AND LEGALITY

Wallace Dietz,
Director of Law

MORGAN STANLEY & CO. LLC

By: _____
William Mack,
Executive Director

31998860.1