

**THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY (TENNESSEE)
\$200,000,000 WATER AND SEWER REVENUE COMMERCIAL PAPER NOTES, SERIES 2022**

Purpose	The Commercial Paper Notes will be issued to provide short-term financing of capital improvements to the water and sewer system (the "System") of the Metropolitan Government of Nashville and Davidson County (Tennessee) (the "Metropolitan Government") in anticipation of the issuance of long-term bonds. See "Purpose of Program" on page 3.
Security	The Commercial Paper Notes are payable from and secured solely by a pledge of the revenues of the System, as more fully described herein, subject to senior and prior pledges of System revenues in favor of the Metropolitan Government's long-term water and sewer revenue bonds. The pledge of revenues in favor of the Commercial Paper Notes is on parity with a pledge of revenues in favor of the Metropolitan Government's Water and Sewer Revenue Extendable Commercial Paper Notes, 2015 Program. The Commercial Paper Notes do not constitute a general debt or liability of the Metropolitan Government for which there is a right to compel the exercise of the taxing power of the Metropolitan Government. See "Security for Commercial Paper Notes" on page 9.
Tax Status	Interest on the Commercial Paper Notes is excludable from gross income for federal income tax purposes to the extent and subject to the conditions, limitations and continuing compliance with tax covenants as described herein. The Commercial Paper Notes and the interest thereon are exempt from Tennessee taxes, subject to certain exceptions. See "Tax Matters" on page 12.
Interest Payments	Payable at maturity. The Metropolitan Government is solely responsible for the payment of interest on the Commercial Paper Notes.
Denominations	\$100,000 minimum principal amount and integral multiples of \$1,000 thereof.
Maturities	Not later than 270 days from date of issue.
Redemption	The Commercial Paper Notes are not subject to redemption prior to maturity.
Liquidity Facility	<p>Pursuant to the terms of a Revolving Credit Agreement dated as of January 1, 2022 (the "Credit Agreement") between State Street Bank and Trust Company (the "Initial Bank") and the Metropolitan Government, the Initial Bank will provide liquidity solely for the payment of the principal of maturing Commercial Paper Notes in the event that sufficient funds are not available from the proceeds of rollover commercial paper or from revenues of the System. The initial commitment expiration date of the Credit Agreement is January [], 2023.</p> <p>The obligations of the Initial Bank under the Credit Agreement are subject to certain conditions, and such obligations may be terminated or suspended without prior notice under certain circumstances. See "SUMMARY OF THE CREDIT AGREEMENT" herein.</p>
Dealer	Morgan Stanley & Co. LLC
Issuing and Paying Agent	U.S. Bank National Association.
Form	DTC Book-Entry-Only.
Securities Laws	Exempted securities under Section 3(a)(2) of the Securities Act of 1933; Exempt from Rule 15c2-12 promulgated under the Securities Exchange Act of 1934.
Issuer Contact	Michell Bosch, Metropolitan Treasurer, 700 2nd Avenue South, Suite 205, Nashville, TN 37210, (615) 862-6154.
Bond Counsel	Bass, Berry & Sims PLC.
Municipal Advisor	Hilltop Securities Inc.

This summary is subject in all respects to more complete information contained in this Offering Memorandum and should not be considered to be a complete statement of the facts material to making an investment decision. The offering of the Commercial Paper Notes to potential investors is made only by means of the entire Offering Memorandum.

Morgan Stanley

Dated: January [], 2022

This Offering Memorandum contains certain information for quick reference only and is not a summary of the terms of the Commercial Paper Notes. Information essential to the making of an informed decision with respect to the Commercial Paper Notes may be obtained in the manner described herein under the section heading "FINANCIAL INFORMATION".

No dealer, broker, salesman or other person has been authorized to give any information or to make any representations with respect to the Commercial Paper Notes other than as contained in this Offering Memorandum and, if given or made, such other information or representations must not be relied upon. This Offering Memorandum does not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the Commercial Paper Notes, by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale.

All references to documents and other materials not purporting to be quoted in full are qualified in their entirety by reference to the complete provisions of the documents and other materials referenced.

The information and expressions of opinion set forth herein are subject to change without notice, and neither the delivery of this Offering Memorandum nor any sale made hereunder shall, under any circumstances, create the implication that there has been no change in the matters described herein since the date hereof.

The Dealer has provided the following sentence for inclusion in this Offering Memorandum. The Dealer has reviewed the information in the Offering Memorandum in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of the transaction, but the Dealer does not guarantee the accuracy or completeness of such information.

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THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY (TENNESSEE)

\$200,000,000 WATER AND SEWER REVENUE COMMERCIAL PAPER NOTES, SERIES 2022

INTRODUCTION

This Offering Memorandum, including the cover page and the Appendices, is provided to furnish information in connection with the issuance from time to time by The Metropolitan Government of Nashville and Davidson County (the “Metropolitan Government”) of its Water and Sewer Revenue Commercial Paper Notes, Series 2022 (the “Commercial Paper Notes”).

The Commercial Paper Notes will be issued under and subject to the terms and conditions contained in a resolution adopted by the Metropolitan County Council of the Metropolitan Government (the “Metropolitan Council”) on December 21, 2021 (as it may be supplemented and amended, the “Commercial Paper Note Resolution”). The Metropolitan Government has entered into the following agreements in connection with the Commercial Paper Notes:

Issuing and Paying Agency Agreement (as it may be supplemented and amended, and together with any successor agreement, the “Issuing and Paying Agency Agreement”) between the Metropolitan Government and U.S. Bank National Association (together with any successor, the “Issuing and Paying Agent”).

Commercial Paper Dealer Agreement (as it may be supplemented and amended, and together with any successor agreement, the “Dealer Agreement”) between the Metropolitan Government and Morgan Stanley & Co. LLC (together with any successor, the “Dealer”).

Revolving Credit Agreement (as it may be supplemented and amended, and together with any successor agreement, the “Credit Agreement”) between the Metropolitan Government and State Street Bank and Trust Company (the “Initial Bank”), pursuant to which the Initial Bank has agreed to provide liquidity solely for the payment of the principal of maturing Commercial Paper Notes in the event that sufficient funds are not available from the proceeds of rollover commercial paper or from Revenues of the System (hereinafter defined).

Descriptions herein do not purport to be comprehensive or definitive, and all references to the Commercial Paper Notes, the Commercial Paper Note Resolution, and various other documents and instruments mentioned herein, are qualified in their entirety by reference to the respective document or instrument, copies of which are available from the Metropolitan Government and the Dealer. Capitalized terms not otherwise defined herein shall have the meanings ascribed by the Commercial Paper Note Resolution.

The form of opinion of Bass, Berry & Sims PLC, Nashville, Tennessee, Bond Counsel, with respect to certain legal matters relating to the Commercial Paper Notes is attached hereto as Appendix A.

PURPOSE OF PROGRAM

The Commercial Paper Notes will be issued to provide short-term financing of capital improvements to the Metropolitan Government’s water and sewer system (the “System”) in anticipation of the issuance of long-term bonds.

PROGRAM DESCRIPTION

Commercial Paper Notes may be issued in an aggregate principal amount outstanding at any one time not to exceed \$200,000,000.

The Commercial Paper Notes will be sold at par and will have varying maturities of not more than 270 days from the respective dates of issuance; provided that each maturity date will be a Business Day and such maturity date will not exceed the Business Day preceding the commitment expiration date of the Credit Agreement.

The Commercial Paper Notes will be issued as interest-bearing obligations in minimum denominations of \$100,000 and integral multiples of \$1,000 thereof. Commercial Paper Notes will bear interest from their date at a rate

not in excess of the lesser of 12% or the maximum rate permitted by applicable law, payable at maturity with principal, computed on the basis of actual days elapsed, including the issue date and excluding the maturity date, and a 360-day year. The maximum rate of interest permitted by Tennessee law is that rate equal to the prime rate in effect from time to time, plus 4.00%. The maximum rate under Tennessee law in effect on the date hereof is [7.25]%.

Redemption

The Commercial Paper Notes are not subject to redemption prior to maturity.

Book-Entry-Form

All Commercial Paper Notes initially shall be issued in book-entry-only form through The Depository Trust Company, New York, New York. For a description of the book-entry-only system, see Appendix B.

Authority for Issuance

The Metropolitan Government is authorized to issue bond anticipation notes, including the Commercial Paper Notes, to finance capital improvements to the System pursuant to Title 9, Chapter 21, Part 5 of the Tennessee Code Annotated (the "T.C.A.") and to secure such bond anticipation notes by a pledge of the Revenues of the System.

Pursuant to Section 9-21-505 of the T.C.A. and upon the approval of the Tennessee Director of the Division of Local Government Finance (the "Director of the Division of Local Government Finance"), the Metropolitan Government may issue bond anticipation notes for a period not to exceed two years from the issue date; provided that, with the approval of the Director of the Division of Local Government Finance, the bond anticipation notes may be extended or renewed for not more than two additional periods of two years each. The Director of the Division of Local Government Finance has approved the issuance of the Commercial Paper Notes, including the approval of two extensions of two years each for an initial permitted issuance period of six years.

Pursuant to initial resolutions previously adopted by the Metropolitan Council, the Metropolitan Government has preliminarily authorized and anticipates issuing its water and sewer revenue bonds from time to time to retire the Commercial Paper Notes (and any outstanding extendable commercial paper notes authorized in a maximum par amount of \$200,000,000).

SUMMARY OF THE CREDIT AGREEMENT

The following is a summary of certain provisions of the Credit Agreement. This summary does not purport to be comprehensive or definitive, and is subject to all of the terms and provisions of the Credit Agreement, to which reference is hereby made. Capitalized terms used in this summary but not otherwise defined herein have the respective meanings given to such terms in the Credit Agreement.

General

The Credit Agreement contains various provisions, covenants and conditions, certain of which are summarized below. The Credit Agreement supporting the Commercial Paper Notes is available solely to pay the principal due on the maturity date of the Commercial Paper Notes in the event that sufficient funds are not available from the proceeds of the rollover commercial paper or from Revenues of the System. In addition, the Credit Agreement does not guarantee the payment of principal due on the Commercial Paper Notes if certain events have occurred that permit the termination or suspension of the Initial Bank's obligations, as described under the heading "Events of Default and Remedies under the Credit Agreement" set forth below. In such event, sufficient funds may not be available to pay the principal due on the Commercial Paper Notes at maturity. The Credit Agreement is not available to pay the interest due at maturity on the Commercial Paper Notes. Terms not otherwise defined in this "Summary of the Credit Agreement" and this Offering Memorandum will have the meanings ascribed thereto in the Credit Agreement.

The Credit Agreement permits, and the Issuing and Paying Agency Agreement requires, the Issuing and Paying Agent, on behalf of the Metropolitan Government, to request the Initial Bank to honor properly presented and conforming Advances (as defined in the Credit Agreement) under the Credit Agreement to provide the funds to pay principal of the Commercial Paper Notes upon the maturity thereof, to the extent funds are not otherwise available to the Issuing and Paying Agent. All Reimbursement Obligations (as defined in the Credit Agreement) under the Credit Agreement will be evidenced by a single Bank Note issued by the Metropolitan Government to the Initial Bank. The

commitment under the Credit Agreement shall expire on the date (the earliest of such date to occur referred to herein as the “Termination Date”) which is the earliest of (i) January [___], 2023 (the “Commitment Expiration Date,” as such date may be extended in accordance with the terms of the Credit Agreement), (ii) the date that the amount of the Commitment is permanently reduced to zero dollars (\$0) as described under the heading “Events of Default and Remedies under the Credit Agreement” set forth below, (iii) the date the Commitment is terminated due to the occurrence of an Event of Default as described under the heading “Events of Default and Remedies under the Credit Agreement” set forth below, or (iv) the Final Maturity Date, as such term is defined in the Credit Agreement.

Conditions Precedent to Each Issuance

No Commercial Paper Notes shall be issued unless on the date of such issuance, each of the following conditions precedent shall have been fulfilled in a manner satisfactory to the Initial Bank (or waived by the Initial Bank in writing): (a) that all representations and warranties of the Metropolitan Government in the Credit Agreement and each other Related Document (as defined in the Credit Agreement) and, each certificate or other writing delivered to the Initial Bank pursuant to the Credit Agreement or thereto on or prior to the date of such issuance shall be correct on and as of such date as though made on and as of such date, except to the extent a representation or warranty relates specifically to an earlier date (in which case such representation or warranty shall be true and correct as of such date), and no Event of Default or Default shall have occurred and be continuing on such date or would result from such issuance, (b) all conditions precedent for the issuance of the Commercial Paper Notes under the Credit Agreement, the Resolution (as defined in the Credit Agreement) and the Issuing and Paying Agency Agreement shall have been satisfied, (c) the Resolution shall be in full force and effect, (d) no registration, notice, qualification or other filing is required to be made with any Governmental Authority (as defined in the Credit Agreement) in connection with the issuance of the Commercial Paper Notes or, if required to be made, has been or will be made prior to the date of such issuance, (e) the Initial Bank shall not have given a Stop Order (as defined in the Credit Agreement), (f) after the issuance of the Commercial Paper Notes, the aggregate principal amount of all Reimbursement Obligations and all Commercial Paper Notes that will be outstanding immediately after such issuance (and after giving effect to the application of proceeds of such issuance and the Reimbursement Obligations) will not exceed the amount of the Commitment (as defined in the Credit Agreement), and (g) the maturity date of any such Commercial Paper Notes will not occur later than the Business Day immediately preceding the Commitment Expiration Date (as defined in the Credit Agreement). Unless the Metropolitan Government shall have previously advised the Initial Bank in writing that one or more conditions set forth in clauses (a), (b), (c), (d), (f) and (g) above have not been satisfied, the Metropolitan Government shall be deemed to have represented and warranted that on the date of such issuance or authentication of any Commercial Paper Note the above conditions have been satisfied.

In addition, the Initial Bank shall have no obligation to honor any Advance under the Credit Agreement the proceeds of which would be used to pay the principal of maturing Commercial Paper Notes that were issued by the Metropolitan Government after receipt by the Issuing and Paying Agent of a Stop Order.

Events of Default and Remedies under the Credit Agreement

The occurrence of any of the following events (including the expiration of any specified time) shall constitute an Event of Default (as defined in the Credit Agreement) under the Credit Agreement unless waived by the Initial Bank in writing:

(a) the Metropolitan Government shall fail to pay (i) any principal of or interest on any Reimbursement Obligations or the Bank Note when due (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise) (other than payments on the Bank Note due solely as a result of acceleration caused by the Initial Bank pursuant to the Credit Agreement), (ii) any Commitment Fee (as defined in the Credit Agreement) or any other amount payable under the Credit Agreement or under the Fee Letter (as defined in the Credit Agreement) and, in the case of such Commitment Fee or other amount, such failure shall continue for a period of three (3) Business Days (as defined in the Credit Agreement) from the date such obligation was due; (iii) interest on any Commercial Paper Notes (as defined in the Credit Agreement) when due; or (iv) the principal of any Commercial Paper Indebtedness (other than the Commercial Paper Notes) when due;

(b) any representation, warranty, certification, or statement made by the Metropolitan Government in the Credit Agreement, any other Related Document or in any certificate, financial statement,

or other document delivered pursuant to the Credit Agreement or any Related Documents shall have been incorrect or untrue in any material respect when made or deemed to have been made;

(c) the Metropolitan Government shall fail to perform or observe certain specified covenants set forth in the Credit Agreement;

(d) the Metropolitan Government shall fail to perform or observe any other covenant, agreement, or condition contained in the Credit Agreement, the Bank Note or any other Related Document (other than as addressed by any other Event of Default in the Credit Agreement) and such failure, if capable of being remedied, shall remain unremedied for thirty (30) days after the earlier to occur of (i) the date on which the Metropolitan Government has actual knowledge thereof or (ii) written notice thereof shall have been given to the Metropolitan Government by the Initial Bank; *provided, however*, such breach shall not constitute an Event of Default after such thirty (30) day period for such period of time as, in the judgment of the Initial Bank, the Metropolitan Government is diligently pursuing a cure or correction of such failure and has provided the Initial Bank with a written plan for curing or correcting such failure, but in no event shall such period extend more than ninety (90) days after the occurrence of such default;

(e) one or more final unappealable judgments or orders, issued or rendered by a Government Authority (as defined in the Credit Agreement) of competent jurisdiction, for the payment of money in excess of \$10,000,000, individually or in the aggregate, shall be issued or rendered against the Metropolitan Government or the System and payable from all or any portion of the Revenues (as defined in the Credit Agreement), and such judgment or order shall continue unsatisfied, unbonded, undismissed and unstayed for a period of sixty (60) days;

(f) the Metropolitan Government shall fail to pay when due and payable (i) any principal of or interest on any Special Revenue Debt (as defined in the Credit Agreement) (including, in each case, without limitation, any principal or sinking fund installments), and such failure shall continue beyond any applicable period of grace specified in any underlying indenture, contract or instrument providing for the creation of or concerning the Special Revenue Debt; or any failure to pay the principal of or interest on any Special Revenue Debt under any indenture, contract or instrument providing for the creation of or concerning such Special Revenue Debt shall occur and shall continue after the applicable grace period, if any, specified in such agreement or instrument, if the effect of such failure to pay the principal of or interest on any Special Revenue Debt is to accelerate, or to permit the acceleration of, the maturity of such Special Revenue Debt or (ii) any principal of or interest on any other Debt (as defined in the Credit Agreement) (other than as referred to in clause (i) of this paragraph (f)) of the Metropolitan Government having a principal amount in excess of \$1,000,000 and such failure shall continue beyond any applicable period of grace specified in any underlying indenture, contract or instrument providing for the creation thereof or any other default under any indenture, contract or instrument providing for the creation of or concerning such other Debt, or any other event, shall occur and shall continue after the applicable grace period, if any, specified in such agreement or instrument, if the effect of such default or event is to accelerate, or to permit the acceleration of, the maturity of such other Debt;

(g) (i) the Metropolitan Government shall commence any case, proceeding or other action (A) under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization or relief of debtors, seeking to have an order for relief entered with respect to it, or seeking to adjudicate it as bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to it or its debts or (B) seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or any substantial part of its assets, or the Metropolitan Government shall make a general assignment for the benefit of its creditors; or (ii) there shall be commenced against the Metropolitan Government any case, proceeding or other action of a nature referred to in clause (i) above which (x) results in an order for such relief or in the appointment of a receiver or similar official or (y) remains undismissed, undischarged or unbonded for a period of sixty (60) days; or (iii) there shall be commenced against the Metropolitan Government, any case, proceeding or other action seeking issuance of a warrant of attachment, execution, distraint or similar process against all or any substantial part of its assets, which results in the entry of an order for any such relief which shall not have been vacated, discharged, or stayed or bonded pending appeal within sixty (60) days from the entry thereof;

or (iv) the Metropolitan Government shall take any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the acts set forth in clause (i), (ii) or (iii) of this paragraph (g); or (v) the Metropolitan Government shall admit in writing its inability to pay its debts generally as they become due, or shall become insolvent within the meaning of Section 101(32) of the United States Bankruptcy Code;

(h) (i) any provision of the Credit Agreement or any of the other Related Documents related to the payment of principal on the Commercial Paper Notes or the payment of principal or interest on the Bank Note or the security for the Commercial Paper Notes or the Bank Note shall at any time for any reason cease to be valid and binding or fully enforceable against the Metropolitan Government or shall be declared to be null and void as determined by any Governmental Authority of competent jurisdiction in a final nonappealable judgment, or (ii) the validity or enforceability of any provision of the Credit Agreement or any of the other Related Documents related to the payment of principal on the Commercial Paper Notes or principal and interest on the Bank Note or the security for the Commercial Paper Notes or the Bank Note shall be contested or repudiated in writing by the Metropolitan Government or the Metropolitan Government shall deny that it has any or further liability or obligation under the Credit Agreement or any of the other Related Documents related to the payment of principal or interest on the Commercial Paper Notes or the Bank Note or the security for the Commercial Paper Notes or the Bank Note or (iii) any Governmental Authority having appropriate jurisdiction over the Metropolitan Government shall make a finding or ruling or shall enact or adopt legislation or issue an executive order or enter a judgment or decree which contests the validity or enforceability of any provision of the Credit Agreement or any of the other Related Documents related to the payment of principal on the Commercial Paper Notes or principal or interest on the Bank Note or the security for the Commercial Paper Notes or the Bank Note;

(i) (i) (A) the Metropolitan Government shall impose or the Metropolitan Government shall declare a debt moratorium, debt restructuring, debt adjustment or comparable extraordinary restriction on the repayment when due and payable of the principal of or interest on any Special Revenue Debt or (B) any Governmental Authority with jurisdiction over the Metropolitan Government shall impose a debt moratorium, debt restructuring, debt adjustment or comparable extraordinary restriction on the repayment when due and payable of the principal of or interest on all Debt of the Metropolitan Government secured by or payable from all or any portion of the Revenues that ranks senior to or on a parity with the Commercial Paper Notes and the Bank Note; or (ii) any Governmental Authority having appropriate jurisdiction over the Metropolitan Government shall make a finding or ruling or shall enact or adopt legislation or issue an executive order or enter a judgment or decree which results in a debt moratorium, debt restructuring, debt adjustment or comparable extraordinary restriction on the repayment when due and payable of the principal of or interest on the Commercial Paper Notes or the Bank Note or on all indebtedness of the Metropolitan Government secured by or payable from all or any portion of the Revenues;

(j) (i) the long term unenhanced rating by Moody's, Fitch or S&P (each as defined in the Credit Agreement) (in each case to the extent such Rating Agency is then providing a rating) on any Debt of the Metropolitan Government secured by or payable from all or any portion of the Revenues that ranks senior to or on a parity with the Commercial Paper Notes and the Bank Note is reduced below "Baa2" (or its equivalent), "BBB" (or its equivalent) or "BBB" (or its equivalent), respectively or withdrawn or suspended or otherwise unavailable, respectively, or (ii) the long-term unenhanced rating by Moody's, Fitch and S&P (in each case to the extent such Rating Agency is then providing a rating) on any Debt of the Metropolitan Government secured by or payable from all or any portion of the Revenues that ranks senior to or on a parity with the Commercial Paper Notes and the Bank Note is reduced below "Baa3" (or its equivalent), "BBB-" (or its equivalent) and "BBB-" (or its equivalent), respectively, or withdrawn or suspended (for credit related reasons), respectively;

(k) an "event of default" as defined in any Related Document (other than the Credit Agreement, the Bank Note or the Fee Letter) shall occur and be continuing or the Metropolitan Government shall default in the due performance or observance of any material term, covenant or agreement contained in the Resolution, the Issuing and Paying Agency Agreement or any other Related Document (other than the Credit Agreement, the Bank Note or the Fee Letter) and the same shall not have been cured within any applicable cure period;

(l) a ruling, assessment, notice of deficiency or technical advice by the Internal Revenue Service shall be rendered to the effect that interest on the Commercial Paper Notes is includable in the gross income of the holder(s) or owner(s) of such Notes and either (i) the Metropolitan Government, after it has been notified by the Internal Revenue Service, shall not challenge such ruling, assessment, notice or advice in a court of law during the period within which such challenge is permitted or (ii) the Metropolitan Government shall challenge such ruling, assessment, notice or advice and a court of law make a determination, not subject to appeal or review by another court of law, that such ruling, assessment, notice or advice is correctly rendered;

(m) the Metropolitan Government shall cease to exist, dissolve or terminate; or

(n) the Internal Revenue Service declares the interest on any Commercial Paper Notes is not excludable from gross income for federal income tax purposes.

Upon the occurrence of any Event of Default, the Initial Bank may exercise any one or more of the following rights and remedies in addition to any other remedies in the Credit Agreement or by law provided:

- (i) Declare the Bank Note, all accrued interest thereon, and all other amounts payable under the Credit Agreement to be forthwith due and payable, whereupon the Bank Note and such interest and all such amounts shall become and be forthwith due and payable without presentment, demand, protest or further notice of any kind, all of which are expressly waived by the Metropolitan Government under the Credit Agreement; or
- (ii) Deliver a Stop Order to the Issuing and Paying Agent which shall (i) prohibit, until such time, if any, as the Initial Bank shall withdraw (in writing) such notice, the issuance of additional Commercial Paper Notes and (ii) reduce the Commitment to the amount of the then Outstanding Commercial Paper Notes supported by the Credit Agreement and interest payable thereon at maturity of such Commercial Paper Notes and/or terminate and/or permanently reduce such Commitment as the then Outstanding Commercial Paper Notes are paid; or
- (iii) Pursue any rights and remedies it may have under the Related Documents; or
- (iv) Pursue any other action available at law or in equity; BUT

Provided that in the case of any of the Events of Default described in clause (a)(i), clause (a)(iii), clause (a)(iv), clause (e), clause (f)(i), clause (g), clause (h), clause (i), clause (j)(ii) or clause (m) above (each, an “Immediate Event of Default”), without any notice to the Metropolitan Government or any other act by the Initial Bank, the Commitment and the Initial Bank’s obligation to make Advances under the Credit Agreement shall thereupon terminate and the Bank Note shall immediately be deemed to be tendered for payment to the Metropolitan Government and the Metropolitan Government shall be obligated to pay immediately the outstanding principal amount of the Bank Note (together with accrued interest thereon) and all other amounts owed by the Metropolitan Government under the Credit Agreement, without presentment, demand, protest or notice of any kind, all of which are waived by the Metropolitan Government under the Credit Agreement. Promptly following the taking of any action or the occurrence of any event or condition referred to above, the Initial Bank shall give notice thereof to the Metropolitan Government, the Issuing and Paying Agent and each Dealer, but the failure to give any such notice or any delay in giving any such notice shall not impair the validity or effect of any action or event or condition referred to above; and

Provided, further, that upon the occurrence and during the continuance of a Default described in clause (g)(ii) or clause (g)(iii) above (each, a “Suspension Event”), the Initial Bank’s obligation to make Advances under the Credit Agreement shall be immediately and automatically suspended, without notice, and the Initial Bank shall be under no further obligation under the Credit Agreement to make Advances until the bankruptcy, insolvency or similar proceeding referred to therein is terminated prior to the court entering an order granting the relief sought in such proceeding. In the event such proceeding is terminated, then the obligation of the Initial Bank to make Advances under the Credit Agreement shall be automatically reinstated and the terms of the Credit Agreement shall continue in full force and effect (unless the obligation of the Initial Bank to make Advances under the Credit Agreement shall otherwise have terminated as provided above) as if there had been no such suspension. If at any time prior to the

Commitment Maturity Date, (x) the Default which gave rise to such suspension is cured or has ceased to be continuing and (y) the obligation of the Initial Bank to make Advances under the Credit Agreement has not otherwise terminated, then, the obligation of the Initial Bank to make Advances under the Credit Agreement shall be automatically reinstated. If the Default which gave rise to the suspension of the obligation of the Initial Bank to make Advances under the Credit Agreement has not been cured or has not ceased to be continuing prior to the Commitment Maturity Date and the obligation of the Initial Bank to make Advances under the Credit Agreement has not otherwise terminated, then the obligation of the Initial Bank to make Advances thereunder shall be automatically terminated on the Commitment Maturity Date. Promptly upon the occurrence of such termination the Initial Bank shall give written notice of the same to the Metropolitan Government, the Issuing and Paying Agent and each Dealer; *provided*, that the Initial Bank shall not incur any liability or responsibility whatsoever by reason of its failure to give such notice and such failure shall in no way affect the termination of the obligation of the Initial Bank to make Advances under the Credit Agreement.

Failure to take action in regard to one or more Events of Default shall not constitute a waiver of, or the right to take action in the future in regard to, such or subsequent Events of Default.

If any Event of Default shall occur, then and in every such case the Initial Bank shall be entitled to proceed to protect and enforce its rights by such appropriate judicial proceeding as it may deem most effectual to protect and enforce any such right, either by suit, in equity, or by action at law, whether for the specific performance of any covenant or agreement contained in the Credit Agreement, in aid of the exercise of any power granted in the Credit Agreement, or to enforce any other legal or equitable right vested in the Initial Bank by the Credit Agreement, the Bank Note or by law. The provisions of the Credit Agreement shall be a contract with each and every Holder (as defined in the Credit Agreement) and the duties of the Metropolitan Government shall be enforceable by any Holder by mandamus or other appropriate suit, action, or proceeding in any court of competent jurisdiction.

DESCRIPTION OF THE INITIAL BANK

The following information concerning the Initial Bank has been provided by representatives of the Initial Bank and has not been independently confirmed or verified by Morgan Stanley & Co. LLC or the Metropolitan Government. The inclusion of this section in the Offering Memorandum shall not create any implication that there has been no change in the affairs of the Initial Bank since the date hereof, or that the information contained or referred to in this section is correct as of any time subsequent to its date.

State Street Bank and Trust Company is a wholly-owned subsidiary of State Street Corporation (the “Corporation”). The Corporation (NYSE: STT) through its subsidiaries, including the Initial Bank, provides a broad range of financial products and services to institutional investors worldwide. With \$38.79 trillion in assets under custody and administration and \$3.47 trillion in assets under management as of December 31, 2020, the Corporation operates in more than 100 geographic markets worldwide. As of December 31, 2020, the Corporation had consolidated total assets of \$314.71 billion, consolidated total deposits of \$239.80 billion, total investment securities of \$111.28 billion, total loans and leases, net of unearned income and allowance for losses, of \$27.80 billion, and total shareholders’ equity of \$26.20 billion.

The Initial Bank’s Consolidated Reports of Condition and Income for A Bank With Domestic and Foreign Offices Only -- FFIEC 031 (the “Call Reports”) through December 31, 2020 have been submitted through the Federal Financial Institutions Examination Council and provided to the Board of Governors of the Federal Reserve System, the primary U.S. federal banking agency responsible for regulating the Corporation and the Initial Bank. Publicly available portions of those Call Reports, and future Call Reports so submitted by the Initial Bank, are available on the Federal Deposit Insurance Corporation’s website at www.fdic.gov. The Call Reports are prepared in conformity with regulatory instructions that do not in all cases follow U.S. generally accepted accounting principles.

Additional financial and other information related to the Corporation and the Initial Bank, including the Corporation’s Annual Report on Form 10-K for the year ended December 31, 2020 and additional annual, quarterly and current reports subsequently filed or furnished by the Corporation with the U.S. Securities and Exchange Commission (the “SEC”), can be accessed free of charge on the SEC’s website at www.sec.gov.

Any statement contained in any document referred to above shall be deemed to be modified or superseded for purposes of this Offering Memorandum to the extent that a statement contained herein or in any subsequently submitted, filed or furnished document modifies or supersedes such statement. The delivery hereof shall not create any implication that there has been no change in the affairs of the Initial Bank or the Corporation since the date hereof, or that information contained or referred to under this caption is correct as of any time subsequent to this date. The information concerning the Corporation, the Initial Bank or any of their respective affiliates is furnished solely to provide limited introductory information and does not purport to be comprehensive. Such information is qualified in its entirety by the detailed information appearing in the documents and financial statements referenced herein.

A copy of any or all of the publicly available portions of the documents referred to above, other than exhibits to such documents, may be obtained without charge to each person to whom a copy of this Offering Memorandum has been delivered, on the written request of any such person. Written requests for such copies should be directed to Investor Relations, State Street Corporation, One Lincoln Street, Boston, Massachusetts 02111, telephone number 617-786-3000.

The Credit Agreement is an obligation solely of the Initial Bank and is not an obligation of, or otherwise guaranteed by, the Corporation or any of its affiliates (other than the Initial Bank). Neither the Corporation nor any of its affiliates (other than the Initial Bank) is required to make payments under the Credit Agreement. None of the Initial Bank, the Corporation or any of their respective affiliates makes any representation as to, or is responsible for the suitability of the Commercial Paper Notes for any investor, the feasibility or performance of any project or compliance with any securities or tax laws or regulations. The Commercial Paper Notes are not direct obligations of, or guaranteed by, the Initial Bank, the Corporation or any of their respective affiliates.

SECURITY FOR COMMERCIAL PAPER NOTES

The Commercial Paper Notes are limited obligations of the Metropolitan Government payable from and secured solely by a pledge of the revenues of the System (the “Revenues”), subject to the application thereof to payment of operating expenses of the System. The pledge of Revenues in favor of the Commercial Paper Notes is subject and subordinate to the prior and senior pledge of Revenues in favor of (a) the Metropolitan Government’s Water and Sewer Revenue Bonds Federally Taxable, Series 2010B (Build America Bonds – Direct Payment); Water and Sewer Revenue Bonds Federally Taxable, Series 2010C (Recovery Zone Economic Development Bonds); Water and Sewer Revenue Bonds, Series 2013; Water and Sewer Revenue Bonds, Series 2017A (Green Bonds); Water and Sewer Revenue Bonds, Series 2017B; Water and Sewer Revenue Bonds, Series 2020A; Water and Sewer Revenue Bonds, Series 2020B; State Revolving Fund Loans Nos. 2020-223, 2020-224 and 2020-446; Water and Sewer Revenue Bonds, Series 2021A (Green Bonds) and Federally Taxable Water and Sewer Revenue Refunding Bonds, Series 2021B (Green Bonds) (collectively, the “Prior Lien Bonds”) and (b) any other long-term bonds hereafter issued by the Metropolitan Government on parity with the Prior Lien Bonds. The pledge of Revenues in favor of the Commercial Paper Notes is on parity with the pledge of Revenues in favor of the Metropolitan Government’s Water and Sewer Extendable Commercial Paper Notes, 2015 Program (the “Extendable Notes”).

The Commercial Paper Notes do not constitute a debt or liability of the Metropolitan Government for which there is a right to compel the exercise of the taxing power of the Metropolitan Government.

The resolutions authorizing the Prior Lien Bonds require the Metropolitan Government to maintain rates at all times sufficient to provide for the payment of all operating expenses, debt service on the Prior Lien Bonds and the payment of interest on the Commercial Paper Notes and the Extendable Notes. Unless the payment of the principal of the Commercial Paper Notes otherwise shall be provided for by or on behalf of the Metropolitan Government from proceeds of other Commercial Paper Notes or other available moneys, on or before the respective maturity dates thereof, the Metropolitan Government shall, to the extent and as permitted by law, provide for the issuance, sale and delivery of water and sewer revenue bonds or other obligations of the Metropolitan Government (or otherwise obtain governmental financing) in an amount sufficient to provide for the payment of the outstanding principal of the Commercial Paper Notes at maturity.

The Commercial Paper Notes when duly issued will constitute a contract between the Metropolitan Government and each registered owner of the Commercial Paper Notes. Any registered owner or owner(s) of the

Commercial Paper Notes, including a trustee or trustees for the registered owners, shall have the right, in addition to all other rights: (a) by mandamus or other suit, action or proceeding in any court of competent jurisdiction to enforce his or her rights against the Metropolitan Government and the Metropolitan Council and any officer, agent or employee of the Metropolitan Government, including, but not limited to, the right to require the Metropolitan Government and the Metropolitan Council and any proper officer, agent or employee of the Metropolitan Government to carry out the covenants and agreements set forth in the Commercial Paper Note Resolution and to perform its and their duties under the applicable provisions of Section 9-21-101 et seq. of the T.C.A.; and (b) by action or suit in equity to enjoin any acts or things which may be unlawful or a violation of the rights of such registered owners of the Commercial Paper Notes.

LITIGATION

At the time of the original delivery of the Commercial Paper Notes, there will be furnished a certificate of certain officers of the Metropolitan Government stating that there is no litigation then pending, or to their knowledge threatened, affecting the corporate existence or boundaries of the Metropolitan Government, or the titles of its officials to their respective offices, or the validity of the Commercial Paper Notes or the power of the Metropolitan Government to set rates and collect revenues from the System to pay the Commercial Paper Notes.

TAX MATTERS

Federal Taxes

Bass, Berry & Sims PLC, Nashville, Tennessee, is Bond Counsel for the Commercial Paper Notes. Their opinion under existing law, relying on certain statements by the Metropolitan Government and assuming compliance by the Metropolitan Government with certain covenants, is that interest on the Commercial Paper Notes is excluded from gross income for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), and interest on the Commercial Paper Notes is not treated as an item of tax preference in calculating the alternative minimum tax imposed on individuals under the Code.

The Code imposes requirements on the Commercial Paper Notes that the Metropolitan Government must continue to meet after the Commercial Paper Notes are issued. These requirements generally involve the way that Commercial Paper Note proceeds must be invested and ultimately used. If the Metropolitan Government does not meet these requirements, it is possible that a Commercial Paper Note holder may have to include interest on the Commercial Paper Notes in its federal gross income on a retroactive basis to the date of issue. The Metropolitan Government has covenanted to do everything necessary to meet these requirements of the Code.

A Commercial Paper Notes holder who is a particular kind of taxpayer may also have additional tax consequences from owning the Commercial Paper Notes. This is possible if a Commercial Paper Notes holder is:

- an S corporation,
- a United States branch of a foreign corporation,
- a financial institution,
- a property and casualty or a life insurance company,
- an individual receiving Social Security or railroad retirement benefits,
- an individual claiming the earned income credit or
- a borrower of money to purchase or carry the Commercial Paper Notes.

If a Commercial Paper Notes holder is in any of these categories, it should consult its tax advisor.

Bond Counsel is not responsible for updating its opinion in the future. It is possible that future events or changes in applicable law could change the tax treatment of the interest on the Commercial Paper Notes or affect the market price of the Commercial Paper Notes. See also "Changes in Federal and State Tax Law" below in this heading.

Bond Counsel expresses no opinion on the effect of any action taken or not taken in reliance upon an opinion of other counsel on the federal income tax treatment of interest on the Commercial Paper Notes, or under State, local or foreign tax law.

State Taxes

Under existing law, the Commercial Paper Notes 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 Commercial Paper Notes during the period the Commercial Paper Notes are held or beneficially owned by any organization or entity, or 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 Commercial Paper Notes 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.

Changes in Federal and State Tax Law

From time to time, there are Presidential proposals, proposals of various federal committees, and legislative proposals in the Congress and in the states that, if enacted, could alter or amend the federal and state tax matters referred to herein or adversely affect the marketability or market value of the Commercial Paper Notes or otherwise prevent holders of the Commercial Paper Notes from realizing the full benefit of the tax exemption of interest on the Commercial Paper Notes. Further, such proposals may impact the marketability or market value of the Commercial Paper Notes simply by being proposed. It cannot be predicted whether or in what form any such proposal might be enacted or whether if enacted it would apply to Commercial Paper Notes issued prior to enactment. In addition, regulatory actions are from time to time announced or proposed and litigation is threatened or commenced which, if

implemented or concluded in a particular manner, could adversely affect the market value, marketability or tax status of the Commercial Paper Notes. It cannot be predicted whether any such regulatory action will be implemented, how any particular litigation or judicial action will be resolved, or whether the Commercial Paper Notes would be impacted thereby. Purchasers of the Commercial Paper Notes should consult their tax advisors regarding any pending or proposed legislation, regulatory initiatives or litigation. The opinions expressed by Bond Counsel are based upon existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of issuance and delivery of the Commercial Paper Notes, and Bond Counsel has expressed no opinion as of any date subsequent thereto or with respect to any proposed or pending legislation, regulatory initiatives or litigation.

LEGAL OPINIONS

The validity of the Commercial Paper Notes will be approved by Bass, Berry & Sims PLC, Nashville, Tennessee, Bond Counsel. For the form of proposed Bond Counsel opinion, which includes certain assumptions as to future acts by the Metropolitan Government, see Appendix A. Certain matters will be passed upon for the Initial Bank by its counsel, McGuire Woods LLP.

FINANCIAL INFORMATION

The Metropolitan Government is not required to file reports with the S.E.C. in connection with the Commercial Paper Notes. In connection with the issuance of the Commercial Paper Notes, the Metropolitan Government will not agree to provide any “annual financial information” (within the meaning of S.E.C. Rule 15c-12) or any other information or notices required by Rule 15c2-12 to the MSRB. However, the Metropolitan Government has agreed to provide such “annual financial information” and other information and notices required by S.E.C. Rule 15c2-12 to the Electronic Municipal Market Access of the Municipal Securities Rulemaking Board (“EMMA”) in connection with the issuance of its various outstanding general obligation bonds, and such information is available from the EMMA (www.emma.msrb.org) as long as the Metropolitan Government has outstanding general obligation bonds.

Audited financial statements of the Metropolitan Government and the System and certain supplementary information for each fiscal year are also available through the website of the Metropolitan Government’s Department of Finance at <https://www.nashville.gov/departments/finance/office-treasurer/debt/investor-relations/documents>. Such audited financial statements and supplementary information are additionally available from the Metropolitan Government upon request sent to the Treasurer of the Metropolitan Government through the website of hubNashville at https://hub.nashville.gov/s?language=en_US. To the extent there are any differences between the financial statements posted on the Department of Finance’s website or sent by the Treasurer of the Metropolitan Government and the financial statements filed with EMMA, the statements filed with EMMA shall control.

This Offering Memorandum is not a summary of the terms of the Commercial Paper Notes, and information essential to the making of an informed decision with respect to the Commercial Paper Notes may be obtained in the manner described above. All references to documents and other materials not purporting to be quoted in full are qualified in their entirety by reference to the complete provisions of the documents and other materials referenced. The information and expressions of opinion in this Offering Memorandum are subject to change without notice, and future use of this Offering Memorandum shall not create any implication that there has been no change in the matters described herein since the date hereof.

RATINGS

Moody’s Investors Service (“Moody’s”) and S&P Global Ratings (“S&P”) have assigned ratings of “[____]”, and “[____]”, respectively, on the Commercial Paper Notes based upon the Metropolitan Government and the Letter of Credit issued by the Initial Bank. Such ratings reflect only the views of each rating agency, and any explanation of the significance of such ratings may be obtained only from the respective rating agency.

Such ratings for the Commercial Paper Notes are subject to revision, suspension or withdrawal at any time by the respective rating agency, and any such revision, suspension or withdrawal may affect the market price or marketability of the Commercial Paper Notes. The ratings are not a recommendation to buy, sell or hold the Commercial Paper Notes.

DEALER

The Metropolitan Government has appointed Morgan Stanley & Co. LLC (the “Dealer”) to serve as dealer for the Commercial Paper Notes. Under the Dealer Agreement, dated January 1, 2022, by and between the Metropolitan Government and the Dealer, the Dealer has no commitment to purchase any Commercial Paper Notes. Inquiries to the Dealer may be directed as set forth below.

Morgan Stanley & Co. LLC
1585 Broadway
New York, New York 10036
Attn: Municipal Short-Term Products
Phone: (212) 761-2609

The Dealer and its affiliates are full service financial institutions engaged in various activities, which may include sales and trading, commercial and investment banking, advisory, investment management, investment research, principal investment, hedging, market making, brokerage and other financial and non-financial activities and services.

In the ordinary course of their various business activities, the Dealer and its respective affiliates, officers, directors and employees may purchase, sell or hold a broad array of investments and actively trade securities, derivatives, loans, commodities, currencies, credit default swaps and other financial instruments for their own account and for the accounts of their customers, and such investment and trading activities may involve or relate to assets, securities and/or instruments of the issuer (directly, as collateral securing other obligations or otherwise) and/or persons and entities with relationships with the issuer. The Dealer and its respective affiliates may also communicate independent investment recommendations, market color or trading ideas and/or publish or express independent research views in respect of such assets, securities or instruments and may at any time hold, or recommend to clients that they should acquire, long and/or short positions in such assets, securities and instruments.

MUNICIPAL ADVISOR

Hilltop Securities Inc. (the “Municipal Advisor”) is employed as Municipal Advisor to the Metropolitan Government in connection with the issuance of the Commercial Paper Notes. The Municipal Advisor, in its capacity as municipal advisor, has relied on the opinion of Bond Counsel and has not verified and does not assume any responsibility for the information, covenants and representations contained in any of the legal documents with respect to the federal income tax status of the Commercial Paper Notes or the possible impact of any present, pending or future actions taken by any legislative or judicial bodies. In the normal course of business, the Municipal Advisor may from time to time sell investment securities to the Metropolitan Government for the investment of bond proceeds or other funds of the Metropolitan Government upon the request of the Metropolitan Government.

The Municipal Advisor has provided the following sentence for inclusion in this Offering Memorandum: The Municipal Advisor has reviewed the information in this Offering Memorandum in accordance with, and as part of, its responsibilities to the Metropolitan Government and, as applicable, to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Municipal Advisor does not guarantee the accuracy or completeness of such information.

MISCELLANEOUS

The references, excerpts and summaries of all documents referred to in this Offering Memorandum and in the Appendices to this Offering Memorandum do not purport to be complete statements of the provisions of such documents, and reference is directed to all such documents for full and complete statements of all matters of fact relating to the Commercial Paper Notes, the security for the payment of the Commercial Paper Notes and the rights and obligations of the holders thereof.

Any statements made in this Offering Memorandum involving matters of opinion or of estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized. Neither this Offering Memorandum nor any statement, which may have been made verbally or in writing, is to be construed as a contract with the holders of the Commercial Paper Notes.

The information contained in this Offering Memorandum has been compiled from sources deemed to be reliable, and while not guaranteed as to completeness or accuracy, is believed to be correct as of this date.

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AUTHORIZATION OF OFFERING MEMORANDUM

The execution and distribution of this Offering Memorandum have been duly authorized by the Metropolitan Government.

**THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY**

By: _____
John Cooper
Metropolitan Mayor

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APPENDIX A

FORM OF OPINION OF BOND COUNSEL

The Metropolitan Government of Nashville
and Davidson County
Nashville, Tennessee

U.S. Bank National Association
New York, New York

Morgan Stanley & Co. LLC
New York, New York

State Street Bank and Trust Company
Boston, Massachusetts

**The Metropolitan Government of Nashville and Davidson County
Water and Sewer Revenue Commercial Paper Notes, Series 2022**

Ladies and Gentlemen:

We have acted as Bond Counsel in connection with the issuance by The Metropolitan Government of Nashville and Davidson County (the "Metropolitan Government") of up to \$200,000,000 in aggregate principal amount of its Water and Sewer Revenue Commercial Paper Notes, Series 2022 (the "Notes"). In such capacity, we have examined the law and such certified proceedings and other documents as we deemed necessary to render this opinion, including, but not limited to, Resolution No. RS2021-___ (the "Resolution") authorizing the issuance and sale of the Notes. As used herein, the term "Notes" shall also mean any Rollover Commercial Paper Notes (as defined in the Resolution) issued for the purpose of paying the principal of the Notes. The terms used herein, but not defined herein, shall have the respective meanings given such terms in the Resolution.

As to questions of fact material to our opinion, we have relied upon the certified proceedings and other certifications of public officials and others furnished to us without undertaking to verify such facts by independent investigation.

Based on the foregoing, we are of the opinion, as of the date hereof, as follows:

1. The Notes have been duly authorized, executed and issued in accordance with the constitution and laws of the State of Tennessee and are valid and binding obligations of the Metropolitan Government.
2. The Resolution authorizing the Notes has been duly and lawfully adopted, is in full force and effect and is the valid and binding agreement of the Metropolitan Government enforceable in accordance with its terms.
3. The Notes constitute limited obligations of the Metropolitan Government, payable from and secured solely by a pledge of the revenues of the Metropolitan Government's water and sewer system, subject to costs of operating the system and subject to prior pledges of such revenues in favor of (a) the Metropolitan Government's Water and Sewer Revenue Bonds Federally Taxable, Series 2010B (Build America Bonds – Direct Payment); Water and Sewer Revenue Bonds Federally Taxable, Series 2010C (Recovery Zone Economic Development Bonds); Water and Sewer Revenue Bonds, Series 2013; Water and Sewer Revenue Bonds, Series 2017A (Green Bonds); Water and Sewer Revenue Bonds, Series 2017B; Water and Sewer Revenue Bonds, Series 2020A; Water and Sewer Revenue Bonds, Series 2020B; State Revolving Fund Loans Nos. 2020-223, 2020-224 and 2020-446; Water and Sewer Revenue Bonds, Series 2021A (Green Bonds) and Federally Taxable Water and Sewer Revenue Refunding Bonds, Series 2021B (Green Bonds) (collectively, the "Prior Lien Bonds") and (b) any other long-term bonds hereafter issued by the Metropolitan Government on parity with the Prior Lien Bonds. The pledge of revenues to the payment of the Notes is on parity with the pledge in favor of the Metropolitan Government's Water and Sewer Revenue Extendable Commercial Paper Notes, 2015 Program.
4. Interest on the Notes is excluded from gross income for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), and interest on the Notes is not treated as an item of tax preference in calculating the alternative minimum tax imposed

on individuals under the Code. The opinion set forth in the preceding sentence is subject to the condition that the Metropolitan Government comply with all requirements of the Code that must be satisfied subsequent to the date hereof in order that interest thereon be, or continue to be, excluded from gross income for federal income tax purposes. The Metropolitan Government has covenanted to comply with all such requirements. Failure to comply with certain of such requirements could cause interest on the Notes to be so included in gross income retroactive to the date of issuance of the Notes. Except as set forth in this paragraph, we express no opinion regarding other federal tax consequences arising with respect to the Notes.

5. Under existing law, the Notes and the income therefrom are exempt from all present state, county and municipal taxes in Tennessee except (a) Tennessee excise taxes on all or a portion of the interest on the Notes during the period such Notes are 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 Notes 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 to be understood that the rights of the owners of the Notes and the enforceability of the Notes and the Resolution may be limited by bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights generally and by equitable principles, whether considered at law or in equity.

We express no opinion herein as to the accuracy, adequacy or completeness of the Offering Memorandum relating to the Notes.

This opinion is given as of the date hereof, and we assume no obligation to update or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

Very truly yours,

BASS, BERRY & SIMS PLC

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APPENDIX B

**INFORMATION RELATED TO
DEPOSITORY TRUST COMPANY**

Book-Entry-Only System

The description which follows of the procedures and record keeping with respect to beneficial ownership interests in the Commercial Paper Notes, payment of interest and principal on the Commercial Paper Notes to Direct Participants, Indirect Participants or Beneficial Owners (as such terms are defined in this Offering Memorandum) of the Commercial Paper Notes, confirmation and transfer of beneficial ownership interests in the Bonds and other related transactions by and between DTC, the Direct Participants, the Indirect Participants and Beneficial Owners of the Commercial Paper Notes is based solely on information furnished by DTC to the Metropolitan Government for inclusion in this Offering Memorandum. Accordingly, the Metropolitan Government cannot make any representations concerning these matters.

1. The Depository Trust Company (“DTC”), New York, NY, will act as securities depository for the securities (the “Securities”). The Securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Security certificate will be issued for the Securities, in the aggregate principal amount of such issue, and will be deposited with DTC.

2. DTC is a limited purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for U.S. and non U.S. equity issues, corporate and municipal debt issues and money market instruments that DTC's participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book entry transfers and pledges between accounts of Direct Participants. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non U.S. securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations. DTC is a wholly owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non U.S. securities brokers and dealers, banks, trust companies and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants” and, together with the Direct Participants, the “DTC Participants”). The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

3. Purchases of Securities under the DTC system must be made by or through Direct Participants, which will receive a credit for the Securities on DTC’s records. The ownership interest of each actual purchaser of each Security (“Beneficial Owner”) is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Securities are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Securities, except in the event that use of the book-entry system for the Securities is discontinued.

4. To facilitate subsequent transfers, all Securities deposited by Direct Participants with DTC are registered in the name of DTC’s partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Securities with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Securities; DTC’s records reflect only the identity of the Direct Participants to whose accounts such Securities are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from

time to time. Beneficial Owners of Securities may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Securities, such as redemptions, tenders, defaults, and proposed amendments to the Security documents. For example, Beneficial Owners of Securities may wish to ascertain that the nominee holding the Securities for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

6. Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Securities unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Securities are credited on the record date (identified in a listing attached to the Omnibus Proxy).

7. Redemption proceeds, distributions, and dividend payments on the Securities will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from Issuer or Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, Agent, or Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of Issuer or Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

8. DTC may discontinue providing its services as depository with respect to the Securities at any time by giving reasonable notice to Issuer or Agent. Under such circumstances, in the event that a successor depository is not obtained, Security certificates are required to be printed and delivered.

9. Issuer may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Security certificates will be printed and delivered to DTC.

10. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that Issuer believes to be reliable, but Issuer takes no responsibility for the accuracy thereof.

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