

**FIRST AMENDMENT TO  
REIMBURSEMENT AGREEMENT**

THIS FIRST AMENDMENT TO REIMBURSEMENT AGREEMENT (this “*Amendment*”) is entered into as of June 10, 2021, between THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, a Tennessee local governmental entity (the “*Metropolitan Government*”) and STATE STREET BANK AND TRUST COMPANY (together with its successors and assigns, the “*Bank*”).

**RECITALS:**

A. The Metropolitan Government and the Bank have previously entered into that certain Reimbursement Agreement dated as of July 1, 2018 (the “*Agreement*”), relating to The Metropolitan Government of Nashville and Davidson County (Tennessee) Water and Sewer Revenue Commercial Paper Notes, Series A, in an aggregate principal amount not to exceed \$183,000,000 (the “*Commercial Paper Notes*”), pursuant to which the Bank issued that certain Irrevocable Letter of Credit No. ILC-1764/BSN dated July 10, 2018 (the “*Letter of Credit*”), to secure certain payments to be made with respect to the Commercial Paper Notes; and

B. Pursuant to Section 8.01 of the Agreement, the Agreement may be amended by an instrument in writing executed and delivered by the Metropolitan Government and the Bank; and

C. Pursuant to Section 2.10 of the Agreement, the Metropolitan Government is requesting an extension of the Stated Expiration Date of the Letter of Credit.

**NOW, THEREFORE**, the parties hereto hereby agree as follows:

1. Definitions. Unless otherwise specified herein, all capitalized terms used herein shall have the meanings specified in the Agreement.

2. Amendment to the Agreement. Effective as of the Amendment Effective Date in accordance with Section 4 hereof, the definition of “*Fee Letter*” set forth in Section 1.01 of the Agreement is hereby amended in its entirety and as so amended shall be restated to read as follows:

“*Fee Letter*” means the Amended and Restated Fee Letter dated as of June 10, 2021, between the Metropolitan Government and the Bank, and all amendments, modifications, restatements and extensions of such agreement, entered into from time to time and any other agreement delivered in substitution or exchange for such agreement.

3. Representations and Warranties. To induce the Bank to enter into this Amendment, the Metropolitan Government represents and warrants as follows:

3.1 Incorporation of Representations and Warranties from Agreement. The representations and warranties of the Metropolitan Government contained in the Agreement are true and correct in all material respects at and as of the Amendment Effective Date (except to the extent specifically made with regard to a particular date in which case such representations and warranties shall be true and correct as of such date).

3.2 Absence of Default. After giving effect to this Amendment, no Default or Event of Default will exist or will be continuing.

3.3 Power and Authority. The Metropolitan Government has the requisite corporate power and authority to execute, deliver and perform the terms and provisions of this Amendment and the Agreement as amended hereby, and has taken all necessary corporate action to authorize the execution, delivery and performance by it of this Amendment and the Agreement as amended hereby.

3.4 Binding Obligation. This Amendment has been duly executed and delivered by the Metropolitan Government, and constitutes the legal, valid and binding obligation of the Metropolitan Government enforceable against it in accordance with its terms, except as the enforcement thereof may be subject to the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and general principles of equity (regardless of whether enforcement is sought in equity or at law).

4. Effective Date. This Amendment shall become effective as of June 10, 2021 (the "*Amendment Effective Date*"), so long as each of the following has occurred to the satisfaction of the Bank:

(a) each of the Metropolitan Government and the Bank shall have duly executed this Amendment, and an executed copy thereof shall have been delivered to the Bank;

(b) each of the Metropolitan Government and the Bank shall have duly executed the Fee Letter, and an executed copy thereof shall have been delivered to the Bank; and

(c) all other legal matters pertaining to the execution and delivery of this Amendment shall be satisfactory to the Bank (and the execution and delivery hereof by the Bank shall constitute conclusive evidence that all such conditions precedent have been completed to the satisfaction of the Bank).

5. Request for Extension. Pursuant to Section 2.10 of the Agreement, the Metropolitan Government is requesting an extension of the Stated Expiration Date of the Letter of Credit to March 31, 2022.

6. Full Force and Effect. Except as amended by this Amendment, the Agreement shall continue in full force and effect. The parties hereby acknowledge and agree that any term or provision of any of the Related Documents that refers to the Agreement shall be deemed to refer to the Agreement, as amended by this Amendment.

7. Effect Limited. The amendment set forth above shall be limited precisely as written and shall not be deemed to be an amendment to any other transaction or of any other term or condition of the Agreement or any of the Related Documents.

8. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one agreement.

9. Governing Law; Waiver of Jury Trial. THE PROVISIONS OF SECTION 8.12 AND 8.13 OF THE AGREEMENT SHALL APPLY TO THIS AMENDMENT IN THE SAME MANNER AS THEY BY THEIR RESPECTIVE TERMS APPLY TO THE AGREEMENT.

[Signature Pages Immediately Follow]

IN WITNESS WHEREOF, the Metropolitan Government and the Bank, by their officers thereunto duly authorized, have executed and delivered this Amendment, effective as of the day and year first above written.

THE METROPOLITAN GOVERNMENT OF  
NASHVILLE AND DAVIDSON COUNTY

By: \_\_\_\_\_  
Name: John Cooper  
Title: Metropolitan Mayor

By: \_\_\_\_\_  
Name: Elizabeth Waites  
Title: Metropolitan Clerk

Approved As to Form and Legality:

By: \_\_\_\_\_  
Name: Robert E. Cooper, Jr.  
Title: Director of Law

STATE STREET BANK AND TRUST COMPANY

By: \_\_\_\_\_

Name: Melissa Rowe

Title: Managing Director

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