

EXHIBIT D

Form of Issuing and Paying Agency Agreement

ISSUING AND PAYING AGENCY AGREEMENT

THIS ISSUING AND PAYING AGENCY AGREEMENT (the "Agreement") is entered into as of June 1, 2021, by and between U.S. Bank National Association (the "Issuing and Paying Agent") with offices at 100 Wall Street, Suite 1600, New York, New York 10005 and The Metropolitan Government of Nashville and Davidson County (the "Metropolitan Government") regarding the program for the issuance of the Metropolitan Government's General Obligation Commercial Paper Notes, Series 2021 (hereinafter referred to as the "Program").

WITNESSETH:

WHEREAS, at the request of the Metropolitan Government, the Issuing and Paying Agent is prepared to act (a) as depositary for the safekeeping of the notes listed above (the "Commercial Paper Notes"; such Commercial Paper Notes when issued in book entry form being hereinafter referred to as "Book Entry Commercial Paper Notes" and when issued in the form of certificated promissory notes being hereinafter referred to as "Certificated Commercial Paper Notes") of the Metropolitan Government which may be issued and sold in the United States Commercial Paper Notes market pursuant to a Commercial Paper Notes Resolution adopted by the Metropolitan County Council of the Metropolitan Government on June 1, 2021 (the "Resolution") and the Bank Note issued in order to pay the principal of the maturing Commercial Paper Notes (as amended, restated, supplemented or otherwise modified, the "Bank Note") pursuant to that certain Revolving Credit Agreement, dated as of June 1, 2021 (as amended, restated, supplemented or otherwise modified, the "Facility"), between the Metropolitan Government and the hereinafter defined Bank, (b) as issuing agent on behalf of the Metropolitan Government in connection with the issuance of the Commercial Paper Notes, (c) as paying agent to undertake certain obligations to make payments in respect of the Commercial Paper Notes, and (d) as depositary to receive certain funds on behalf of the Metropolitan Government, as set forth herein; and

WHEREAS, this Agreement, subject to the terms and conditions of the Resolution, will govern the Issuing and Paying Agent's rights, powers and duties as such depositary, issuing agent and paying agent for the Commercial Paper Notes and the Metropolitan Government's rights and obligations in connection therewith;

NOW THEREFORE, for good and valuable consideration, the parties hereto agree as follows:

1. Definitions; References to Time. All capitalized terms used herein and not defined herein shall have the meanings specified in the Resolution. Unless otherwise specifically stated, all references to time shall be deemed to refer to prevailing time in New York, New York.

2. Appointment of Issuing and Paying Agent.

(a) The Metropolitan Government hereby appoints the Issuing and Paying Agent and the Issuing and Paying Agent hereby agrees to act, on the terms and conditions specified herein, as depositary, and issuing and paying agent for the Commercial Paper Notes issued pursuant to the Resolution. The Commercial Paper Notes will be sold through such Commercial Paper Notes dealers and/or placement agents as the Metropolitan Government shall have notified the Issuing and Paying Agent in writing from time to time (each, a "Dealer"). The Dealer is currently BofA Securities, Inc. The Initial Bank (as defined in the Resolution) for the Commercial Paper Notes is Bank of America, N.A. (as used herein, and including its successor and assigns and any bank providing a substitute Facility, the "Bank").

(b) The Issuing and Paying Agent hereby acknowledges receipt of a certified copy of the Resolution and the Facility and agrees to be bound by the respective terms thereof as said terms relate to the duties of the Issuing and Paying Agent.

3. Letter of Representations. The Metropolitan Government will promptly deliver to the Issuing and Paying Agent an executed version of the form of Letter of Representations (the "Letter of Representations") provided by The Depository Trust Company ("DTC"). The Metropolitan Government understands and agrees that such Letter of Representations when executed by the Metropolitan Government, the Issuing and Paying Agent and DTC shall supplement the provisions of this Agreement and that the Metropolitan Government, the Issuing and Paying Agent, and DTC shall be bound by the terms and provisions of the Letter of Representations, including any procedures and operational arrangements applicable thereunder. In the event of a conflict between the Letter of Representations and the Issuing and Paying Agent's obligations as a participant in DTC, including DTC's Same-Day Funds Settlement System (collectively, with the Letter of Representations, the "DTC Documents"), the provisions of the DTC Documents shall control to the extent (but solely to the extent) of such conflict.

4. Supply of Commercial Paper Notes.

(a) On the date of execution of this Agreement and at such time thereafter as may be necessary as a result of a transfer pursuant to Section 4(b), the Metropolitan Government will deliver to the Issuing and Paying Agent one or more executed Master Notes, evidencing the Book-Entry Commercial Paper Notes to be sold through DTC's book-entry system on or after such date.

(b) The ownership and transfer of each Master Note shall be registered on the books of the Issuing and Paying Agent, which shall be kept for that purpose at the office of the Issuing and Paying Agent listed in Section 14, or at such other address as the Issuing and Paying Agent may designate from time to time by notice in writing to the Metropolitan Government, the Issuing and Paying Agent and the Dealer.

(c) DTC may determine not to continue to act as securities depository for the Book-Entry Commercial Paper Notes. Any notice to that effect given by DTC to the Metropolitan Government or the Issuing and Paying Agent shall promptly be given by the recipient to the other party and the Dealer. In addition, the Metropolitan Government may determine to discontinue the book-entry-only issuance of Commercial Paper Notes through DTC, and in such case shall notify the Issuing and Paying Agent and the Dealer to that effect. In either case, if the Metropolitan Government determines to replace DTC with another Depository, the Metropolitan Government shall prepare or direct the preparation of one or more new, separate, fully registered Master Notes, registered in the name of such successor or substitute qualified securities depository or its nominee, or make such other arrangements acceptable to the Metropolitan Government, the Issuing and Paying Agent and the replacement Depository as are not inconsistent with the terms of the Resolution.

(d) The Issuing and Paying Agent shall take all actions necessary or appropriate under this Agreement, the Resolution and the DTC Documents to ensure that all Book-Entry Commercial Paper Notes may be issued in book-entry-only form through DTC, including but not limited to obtaining all necessary CUSIP numbers. The Metropolitan Government hereby authorizes and directs the Issuing and Paying Agent to take, and the Issuing and Paying Agent agrees to take, such action as may be necessary to enter into and implement any operational arrangements with DTC (and to amend such arrangements from time to time) in order to effectuate this Agreement and to fulfill the Issuing and Paying Agent's obligations in accordance with this Agreement and any such arrangement.

(e) If the Metropolitan Government determines to discontinue the book-entry-only system of issuing Commercial Paper Notes, the Metropolitan Government shall notify DTC, the Issuing and Paying Agent, the Bank and the Dealer to that effect, and upon such discontinuance the Issuing and Paying Agent shall make bearer Certificated Commercial Paper Notes available in accordance with the Resolution and this Agreement. To effectuate the foregoing, the Metropolitan Government will from time to time furnish or cause to be furnished to the Issuing and Paying Agent an adequate supply of Certificated Commercial Paper Notes substantially in the form prescribed by the Resolution, as the same may be amended in connection therewith, such Certificated Commercial Paper Notes to be serially numbered, but not authenticated, and with the principal amount, rate of interest, date of issue and maturity date left blank, it being understood that, for purposes of administrative efficiency, the Metropolitan Government may request that the Issuing and Paying Agent arrange, on behalf of the Metropolitan Government, for the preparation and printing of such Commercial Paper Note instruments, the costs of which shall be payable by the Metropolitan Government in accordance with the provisions of Section 23. Each such instrument will have been executed on behalf of the Metropolitan Government by the officers or employees of the Metropolitan Government duly authorized to take such action from time to time pursuant to the Resolution. When any Commercial Paper Note instruments are delivered to the Issuing and Paying Agent, the Issuing and Paying Agent shall sign and return a receipt therefor to the Metropolitan Government. In the event any such officer or employee of the Metropolitan Government executes a Commercial Paper Notes instrument by facsimile signature, the Issuing and Paying Agent is authorized to honor the signature, regardless of by whom or by what means the purported facsimile signature thereon may have been affixed thereto, if such facsimile signature resembles the facsimile specimen from time to time filed with the Issuing and Paying Agent and certified by any Authorized Officer of the Metropolitan Government.

In the event bearer Certificated Commercial Paper Notes are issued as aforesaid, the provisions of the Resolution, shall apply to, among other things, the transfer, exchange and method of payment of principal of and interest on such Certificated Commercial Paper Notes.

5. Authorized Representatives. With the delivery of this Agreement, the Metropolitan Government is furnishing to the Issuing and Paying Agent, and from time to time thereafter may furnish to the Issuing and Paying Agent, and shall furnish to the Issuing and Paying Agent upon the Issuing and Paying Agent's request, certificates ("Incumbency Certificates") of a responsible officer (a "Responsible Officer") of the Metropolitan Government certifying the incumbency and specimen signatures of officers or agents of the Metropolitan Government authorized to execute Commercial Paper Notes on behalf of the Metropolitan Government by manual or facsimile signature and/or to take other action hereunder on behalf of the Metropolitan Government (each an "Authorized Representative"); such Incumbency Certificate shall also specify the names of employees of Dealers who are authorized to give notices and/or issuance instructions to the Issuing and Paying Agent as provided herein (a "Dealer Representative"). Until the Issuing and Paying Agent receives a subsequent Incumbency Certificate of the Metropolitan Government, the Issuing and Paying Agent is entitled to rely on the last such Incumbency Certificate delivered to the Issuing and Paying Agent for purposes of determining the Authorized Representatives and Dealer Representatives. The Issuing and Paying Agent shall not have any responsibility to the Metropolitan Government to determine by whom or by what means a facsimile signature may have been affixed on the Commercial Paper Notes, or to determine whether any facsimile or manual signature resembles the specimen signature(s) filed with the Issuing and Paying Agent by a duly authorized officer of the Metropolitan Government. Any Commercial Paper Notes bearing the manual or facsimile signature of a person who is an Authorized Representative on the date such signature is affixed shall be binding on the Metropolitan Government after the authentication thereof by the Issuing and Paying Agent notwithstanding that such person shall have died or shall have otherwise ceased to hold his office on the date such Commercial Paper Notes are countersigned or delivered to the Issuing and Paying Agent. The Issuing and Paying Agent shall advise the Metropolitan Government, from time to time, of the names of

the designated officers and employees of the Issuing and Paying Agent who are authorized to act on its behalf in carrying out its duties hereunder and under the Resolution.

6. Completion, Authentication and Delivery of Commercial Paper Notes.

(a) All instructions under this Agreement are to be directed by the Dealer or the Metropolitan Government to the Issuing and Paying Agent's Commercial Paper Notes operations department. Electronic instructions must be transmitted in accordance with the procedures furnished by the Issuing and Paying Agent to the Metropolitan Government and the Dealer. In the event that electric transmission is inoperable at any time, an Authorized Officer of the Metropolitan Government or the Dealer may deliver written, telephone or facsimile instructions to the Issuing and Paying Agent, which instructions shall be verified in accordance with any security procedures agreed upon by the parties. The Issuing and Paying Agent shall incur no liability to the Metropolitan Government in acting upon instructions believed by the Issuing and Paying Agent in good faith to have been given by an Authorized Officer or the Dealer.

(b) All issuance instructions regarding Commercial Paper Notes including, if applicable, any instruction to provide a Notice of Loan (as defined in the Facility) to the Bank, must be received by 11:30 a.m. in order for Commercial Paper Notes to be issued or delivered, or for a loan to be made by the Bank pursuant to the Facility, on the same day. Upon notice from the Dealer by that time of the failure to sell Commercial Paper Notes on the same day on which other Commercial Paper Notes becomes due and payable, in a principal amount sufficient to pay the principal of any such maturing Commercial Paper Notes, the Issuing and Paying Agent shall (i) notify the Metropolitan Government of the extent of such failure by 11:30 a.m. on such day; and (ii) provide a Notice of Loan to the Bank pursuant to the terms of the Facility (at such times required therein in order to have funds available on such date) to fund the payment of the principal of the Commercial Paper Notes due on such date to the extent not otherwise provided for.

(c) Upon receipt of a Request pursuant to the Resolution containing issuance instructions with respect to Book-Entry Commercial Paper Notes, the Issuing and Paying Agent shall transmit such instructions to DTC and direct DTC to cause appropriate entries of the Book-Entry Commercial Paper Notes to be made in accordance with DTC's applicable rules, regulations and procedures for book-entry Commercial Paper Programs. The Issuing and Paying Agent shall assign CUSIP numbers to the Book-Entry Commercial Paper Notes to identify the Metropolitan Government's aggregate principal amount of outstanding Book-Entry Commercial Paper Notes in DTC's system, together with the aggregate unpaid interest (if any) on such Book-Entry Commercial Paper Notes. Promptly following DTC's established settlement time on each issuance date, the Issuing and Paying Agent shall access DTC's system to verify whether settlement has occurred with respect to the Metropolitan Government's Book-Entry Commercial Paper Notes. The Issuing and Paying Agent shall have no liability to the Metropolitan Government whatsoever if any DTC participant purchasing Book-Entry Commercial Paper Notes fails to settle or delays in settling its balance with DTC or if DTC fails to perform in any respect.

(d) Upon receipt of a Request pursuant to the Resolution containing issuance instructions with respect to Commercial Paper Notes other than Book-Entry Commercial Paper Notes, the Issuing and Paying Agent shall: (i) complete each such Commercial Paper Notes instrument in accordance with such instructions and the Resolution, (ii) countersign, and (iii) deliver each such Commercial Paper Notes instrument in accordance with such instructions. Whenever the Issuing and Paying Agent is instructed to deliver any such Commercial Paper Notes instrument by mail, the Issuing and Paying Agent shall effect delivery by mail or otherwise, and to such person, as is specified in such instructions to receive such Commercial Paper Notes instrument. The Metropolitan Government understands that, in accordance with the custom prevailing in the commercial paper notes market, delivery of such Commercial Paper Notes shall be made before the actual receipt of payment for the same in immediately available funds, even if

the Issuing and Paying Agent is instructed to deliver such Commercial Paper Notes against payment. Therefore, once the Issuing and Paying Agent has delivered such Commercial Paper Notes to the designated recipient, the Metropolitan Government shall bear the risk that such recipient may fail to remit payment of such Commercial Paper Notes or return such Commercial Paper Notes to the Issuing and Paying Agent. The Issuing and Paying Agent is not obligated to credit any account of the Metropolitan Government if payment for such Commercial Paper Notes is not received. Delivery of Commercial Paper Notes other than Book-Entry Commercial Paper Notes shall be subject to the rules of the New York Clearing House in effect at the time of such delivery. If the Issuing and Paying Agent chooses, in its sole discretion, to credit the Metropolitan Government's account before the Issuing and Paying Agent has collected funds for delivery of Commercial Paper Notes, it is understood that such credit shall be an advance to the Metropolitan Government to be promptly repaid to the Issuing and Paying Agent from the proceeds of sale of Commercial Paper Notes. If any such advance is not repaid on the day it is used, the Metropolitan Government shall repay such advance on the next business day together with interest thereon at the rate charged by the Issuing and Paying Agent for such advance (which rate shall be no less than the "Prime Rate"). As used in this Agreement, "Prime Rate" means the rate of per annum interest which the Issuing and Paying Agent announces publicly or otherwise makes available to the public from time to time as its "prime rate" (currently calculated on the basis of the actual number of days elapsed over a year of 360 days) with any change in the "prime rate" to be effective on and as of the date of any change in said "prime rate". The Prime Rate and the calculation thereof may be established by the Issuing and Paying Agent in its sole discretion and is not necessarily the lowest rate of interest offered by the Issuing and Paying Agent to its most creditworthy customers. The Prime Rate is a variable or fluctuating rate which increases or decreases from time to time.

(e) Based upon the information provided in the Request, the Issuing and Paying Agent shall verify that the following limitations set forth in the Resolution have been met:

(i) the principal amount of Commercial Paper Notes Outstanding hereunder at any time shall not exceed \$375,000,000.

(ii) Commercial Paper Notes shall mature on a Business Day not later than 270 days from its date of issuance, and shall not bear interest at a rate in excess of the Maximum Rate.

(iii) such Commercial Paper Notes will not mature later than the times permitted by the Act for the retirement of bond anticipation notes, as may be approved by the Director of the Division of Local Government Finance pursuant to the Act.

(iv) Commercial Paper Notes shall be sold at par.

(v) Original Commercial Paper Notes shall not be issued unless and until the Metropolitan Government delivers or causes to be delivered to the Dealer and the Issuing and Paying Agent an opinion of Bond Counsel regarding such Original Commercial Paper Notes in the form attached to the Offering Memorandum.

(vi) Commercial Paper Notes shall mature not later than the Business Day preceding the scheduled expiration date or termination date of the Facility then in effect.

(vii) Commercial Paper Notes shall not be issued in contravention of any prohibition set forth in the Facility, including following the delivery of a notice by a Bank to the Issuing and Paying Agent and to the Metropolitan Government, directing the Metropolitan Government not to issue and the Issuing and Paying Agent not to authenticate any Commercial Paper.

Notwithstanding anything which may be to the contrary in this Agreement, no Commercial Paper Notes shall be issued, authenticated or delivered if, as independently determined by the Issuing and Paying Agent, upon the issuance of such Commercial Paper Notes any of the conditions or limitations contained in this subsection (e) shall not be complied with. The Issuing and Paying Agent shall notify the Metropolitan Government immediately of any action, or action not taken or cessation of action taken pursuant to this subsection (e).

Notwithstanding any other provision of this Agreement, the Issuing and Paying Agent shall not issue a Notice of Loan with respect to the principal amount of any maturing Commercial Paper Notes which is, to the knowledge of the Issuing and Paying Agent, registered in the name of the Issuing and Paying Agent or the Metropolitan Government or held for its account, whether pursuant to the Resolution or otherwise. The Metropolitan Government shall promptly notify the Issuing and Paying Agent in writing of any Commercial Paper Notes so held and not acquired pursuant to the Resolution.

The Issuing and Paying Agent shall issue Commercial Paper Notes to the Metropolitan Government upon the terms and conditions set forth in Section 3.01(e) of the Resolution.

Notwithstanding anything to the contrary herein, no Commercial Paper Notes may be issued unless the Issuing and Paying Agent has received complete instructions in accordance with the provisions of this Section 6. Additionally, no Commercial Paper Note may be issued (i) having a principal amount less than \$100,000 or (ii) having an integral multiple of less than \$1,000 in excess thereof; (iii) having a maturity date later than the earlier to occur of (x) 270 days from the date of issuance of the Commercial Paper Note or (y) two Business Days prior to (A) the Stated Expiration Date (as defined in the Facility) of the Facility or (B) the date the Commitment (as defined in the Facility) of the Facility is terminated pursuant to its terms; and (iv) with respect to the applicable Commercial Paper Notes, having a principal amount that, when added to the then outstanding principal amount of the applicable Commercial Paper Notes, would cause the total outstanding principal amount of the applicable Commercial Paper Notes together to exceed the Available Commitment (as defined in the Facility) (or the Commitment, as applicable) of the Facility on the date of issuance of the applicable Commercial Paper Notes.

Notwithstanding anything which may be to the contrary in this Agreement, no Commercial Paper Notes shall be issued, authenticated or delivered in violation of Section 3.01 of the Resolution, or if the Issuing and Paying Agent shall be in receipt of a Stop Order unless and until it shall be in receipt of written notice from the Bank which had issued such Stop Order, of the revocation thereof. The Issuing and Paying Agent shall notify the Metropolitan Government immediately of any action or cessation of action taken pursuant to this paragraph. Additionally, the Issuing and Paying Agent shall on a best effort basis stop the delivery of Commercial Paper Notes and the transmission of Commercial Paper Notes to DTC, the issuance instructions for which were received on the same day as the date of such notice; provided, however, that the Issuing and Paying Agent shall be required to deliver the Commercial Paper Notes in respect of which agreements for the sale of the Commercial Paper Notes were concluded by the Dealer prior to the receipt of such notice. For the purposes of the preceding proviso, the Issuing and Paying Agent may rely on a written notice given or delivered to the Issuing and Paying Agent by the Dealer as to whether any particular Commercial Paper Note is to be issued in respect of such agreements concluded by the Dealer, and the Issuing and Paying Agent shall have no obligation to make any further investigation. Notwithstanding anything herein to the contrary, the instructions contained in this paragraph are irrevocable and may not be revoked, rescinded, altered or modified by the Metropolitan Government for so long as the Facility remains in effect.

(f) The Metropolitan Government and the Dealer shall each have available to them all reports concerning Commercial Paper Notes and may arrange to obtain notices of the Commercial Paper Notes issued by making prior arrangements with the Issuing and Paying Agent's Commercial Paper Notes

Department. Upon written request of the Metropolitan Government or the Bank, the Issuing and Paying Agent shall promptly provide the Metropolitan Government or the Bank, as applicable, with information with respect to any Commercial Paper Notes issued or paid hereunder. The Issuing and Paying Agent and the Dealer also will furnish the Metropolitan Government and the Bank with such additional information relating to its activities hereunder as the Metropolitan Government or the Bank, as applicable, may from time to time reasonably request.

7. Proceeds of Sale of the Commercial Paper Notes.

(a) Simultaneously herewith, the Metropolitan Government is establishing with the Issuing and Paying Agent a trust fund, which shall meet the requirements of Section 9 hereof, for the benefit of the Holders of the Commercial Paper Notes and the Bank to be designated as "The Metropolitan Government General Obligation Commercial Paper Notes Fund, Series 2021" (the "Commercial Paper Notes Fund"). The Issuing and Paying Agent shall maintain the Commercial Paper Notes Fund and the deposits thereto in the manner described in the Resolution.

(b) On the same day upon which any principal of and interest on Outstanding Commercial Paper Notes is due and payable, the Issuing and Paying Agent shall submit a demand for payment to the Metropolitan Government in an amount equal to (i) the interest on all Outstanding Commercial Paper Notes due and payable on such day and (ii) the principal of all Outstanding Commercial Paper Notes due and payable on such day to the extent the proceeds of Commercial Paper Notes of such Series to be issued on such date or the proceeds of a loan under the Facility (and any other amounts then on deposit therein) are insufficient to provide therefor. Such demand shall be made upon the Metropolitan Government and the Metropolitan Government shall make or cause to be made such payment, by such time as the Metropolitan Government from funds made available by the Metropolitan Government and the Issuing and Paying Agent agree from time to time will permit the Holders of maturing Commercial Paper Notes to be paid the principal thereof and interest thereon as and when the same become due and payable. The Issuing and Paying Agent shall deposit into the Commercial Paper Notes Fund all such payments made in accordance with this paragraph (c) made to it for the account of the Metropolitan Government, and shall apply all such amounts to the payment of the principal of and interest on Commercial Paper Notes becoming due and payable on the date of such payment or demand as set forth in the Resolution. In connection with such a payment by the Metropolitan Government, the Issuing and Paying Agent shall issue Commercial Paper Notes to the Metropolitan Government upon the terms and conditions set forth in Section 3.01(e) of the Resolution.

(d) The Issuing and Paying Agent shall not be obligated to use its own funds to pay the principal of or interest on Commercial Paper Notes.

8. Money for Commercial Paper Notes Payments to be Held in Trust; No Set-Off.

(a) The Issuing and Paying Agent hereby agrees with the Metropolitan Government that the Issuing and Paying Agent will hold all sums held by it in the Commercial Paper Notes Fund in trust for the benefit of the Holders of Commercial Paper Notes and the Bank until such sums have been paid to such Holders or otherwise disposed of as provided herein or in the Resolution.

(b) The Issuing and Paying Agent hereby waives all rights of set-off or banker's lien which it may have under applicable law against the sums on deposit in the Commercial Paper Notes Fund or otherwise obtained pursuant to this Agreement as a result of any indebtedness due to the Issuing and Paying Agent by any of the parties hereto in any capacity and for whatever reason.

9. Commercial Paper Notes Fund a Special Deposit; Investments.

(a) The Commercial Paper Notes Fund shall be and constitute a special purpose trust fund. Such fund, and all moneys and securities on deposit therein, shall be held by the Issuing and Paying Agent in a fiduciary capacity and shall not be commingled with the assets of the Issuing and Paying Agent or any other person. It is the intent of the Metropolitan Government and of the Issuing and Paying Agent that the Commercial Paper Notes Fund, and all moneys and securities on deposit therein, shall constitute a special deposit and not a general deposit of the Issuing and Paying Agent.

(b) Amounts on deposit in the Commercial Paper Notes Fund, except proceeds of sale of Commercial Paper Notes or advances made under the Facility to be applied to the payment of the principal of other Commercial Paper Notes, may be invested prior to their application for authorized purposes, but only at the direction of an Authorized Officer and only in securities held in the name of the Metropolitan Government or in the name of the Issuing and Paying Agent as trustee for the Metropolitan Government (in either case, either as registered or beneficial owner), and otherwise shall not earn interest.

10. Payment of Commercial Paper Notes. Payment of the principal of and interest on Book-Entry Commercial Paper Notes evidenced by a Master Note may be made by the Issuing and Paying Agent by wire transfer to DTC pursuant to and in accordance with the DTC Documents and the Master Note without the necessity of presentation and surrender of the Master Note. The Issuing and Paying Agent shall pay any other matured Commercial Paper Notes upon presentation to the Issuing and Paying Agent for payment by the Holder thereof at the first office of the Issuing and Paying Agent specified in Section 14(b), or at such other address as the Issuing and Paying Agent may designate in writing from time to time by notice to the Metropolitan Government and the Dealer.

11. Representations and Warranties of the Metropolitan Government. The Metropolitan Government hereby warrants and represents to the Issuing and Paying Agent, and, each Request to issue Commercial Paper Notes shall constitute the Metropolitan Government's continuing warranty and representation, as follows:

(a) This Agreement is, and all Commercial Paper Notes delivered to the Issuing and Paying Agent pursuant to this Agreement will be, duly authorized, executed and delivered by the Metropolitan Government. The Issuing and Paying Agent's appointment to act for the Metropolitan Government hereunder is duly authorized by the Metropolitan Government.

(b) The issuance and delivery of the Commercial Paper Notes will not violate any state or federal law and the Commercial Paper Notes does not require registration under the Securities Act of 1933, as amended.

(c) This Agreement constitutes, and the Commercial Paper Notes, when completed, countersigned, and delivered pursuant hereto, will constitute, the Metropolitan Government's legal, valid and binding obligations enforceable against the Metropolitan Government in accordance with their terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the rights of creditors generally and by general principles of equity.

(d) The Metropolitan Government is duly incorporated pursuant to Section 7-1-101, et seq., Tennessee Code Annotated.

(e) The Metropolitan Government has, and at all relevant times has had, all necessary power and authority to execute, deliver and perform this Agreement and to issue the Commercial Paper Notes.

(f) The Metropolitan Government has taken all actions which are required for the authorization of the issuance of the Commercial Paper Notes, and for the authorization, execution, delivery and performance of this Agreement, and such actions do not require the approval or consent of any holder or trustee of any indebtedness or obligations of the Metropolitan Government.

(g) The issuance of Commercial Paper Notes by the Metropolitan Government (i) does not and will not contravene any provision of any governmental law, regulation or rule applicable to the Metropolitan Government, and (ii) does not and will not conflict with, breach or contravene the provisions of any contract or other instrument binding upon the Metropolitan Government.

(h) Each Request given to the Issuing and Paying Agent in accordance with this Agreement shall constitute a representation and warranty by the Metropolitan Government that (i) the issuance and delivery of such Commercial Paper Notes has been duly and validly authorized by the Metropolitan Government, (ii) the Facility is in full force and effect, (iii) the Issuing and Paying Agent's appointment to act for the Metropolitan Government hereunder has been duly authorized by all necessary corporate action, (iv) after the issuance of such Commercial Paper Notes and the application of the proceeds thereof, the aggregate principal amount of payable upon maturity of the related Commercial Paper Notes will not exceed the Available Commitment (as defined in the Facility) (or the Commitment (as defined in the Facility), as applicable) of the Facility, (v) no default or event of default has occurred or is continuing thereunder and each representation and warranty of the Metropolitan Government thereunder is true and correct in all material respects on and as of such date, and (vi) no Stop Order has been received from the Bank.

12. Reliance on Instructions. Except as otherwise set forth herein, the Issuing and Paying Agent shall incur no liability to the Metropolitan Government in acting hereunder upon telephonic or other instructions contemplated hereby which the Issuing and Paying Agent reasonably believed in good faith to have been given by an Authorized Representative or a Dealer Representative, as the case may be. In the event a discrepancy exists with respect to such instructions, the telephonic instructions as understood by the Issuing and Paying Agent will be deemed the controlling and proper instructions, unless such instructions are required by this Agreement to be in writing. For the purposes of this Agreement, officers of the Bank shall be authorized to act and to give instructions and notices on behalf of the Bank hereunder, and the Issuing and Paying Agent shall be entitled conclusively to rely on any writing, paper or notice purporting to be signed, sent or given by any officer of the Bank, unless an officer of the Issuing and Paying Agent shall have received written notice from an officer of the Bank that a particular writing, paper or notice was not signed, sent or given by an authorized officer of the Bank.

13. Cancellation of Commercial Paper Notes. Upon payment by the Issuing and Paying Agent of Certificated Commercial Paper Notes presented for payment, the Issuing and Paying Agent shall mark such Certificated Commercial Paper Notes as paid and (i) in due course cancel Certificated Commercial Paper Notes presented for payment and from time to time return such canceled Certificated Commercial Paper Notes to the Metropolitan Government, or (ii) destroy such Certificated Commercial Paper Notes and deliver to the Metropolitan Government from time to time a destruction certificate identifying all Certificated Commercial Paper Notes destroyed since the issuance of the prior destruction certificate. After payment of any matured Book-Entry Commercial Paper Notes, the Issuing and Paying Agent shall annotate the Issuing and Paying Agent's records to reflect the face amount of Book-Entry Commercial Paper Notes outstanding in accordance with the Letter of Representations. Promptly upon the written request of the Metropolitan Government, the Issuing and Paying Agent agrees to cancel and return to the Metropolitan Government all unissued Certificated Commercial Paper Notes in the Issuing and Paying Agent's possession at the time of such request.

14. Notices; Addresses.

(a) All communications to the Issuing and Paying Agent by or on behalf of the Metropolitan Government or a Dealer, by writing, telecopy, telex or telephone, and which relates to the completion, delivery or payment of the Commercial Paper Note(s), are to be directed to Commercial Paper Notes Operations at the address indicated in subsection (b) below.

(b) Notices and other communications hereunder shall (except to the extent otherwise expressly provided) be in writing (which may be by facsimile) and shall be addressed as follows, or to such other address as the party receiving such notice shall have previously specified to the party sending such notice:

if to the Metropolitan Government,

The Metropolitan Government of Nashville and Davidson County
700 2nd Avenue South, Suite 205
Nashville, Tennessee 37210
Attention: Treasurer
Telephone Number: (615) 862-6154
Facsimile Number: (615) 880-2810

if to the Issuing and Paying Agent,

concerning the daily issuance of Commercial Paper Notes:

U.S. Bank National Association
100 Wall Street, 16th Floor
New York, NY 10005
Attention: Commercial Paper Notes Operations
Facsimile No.: (212) 509-4529
Telephone No.: (212) 951-8508

concerning all other matters:

U.S. Issuing and Paying Agent National Association
100 Wall Street, 16th floor
New York, NY 10005
Attention: Corporate Trust Administration
Facsimile No.: (212) 951-6993
Telephone No.: (212) 361-2893

if to the Bank,

with respect to Notices of Loans:

Bank of America, N.A.
620 S. Tryon Street
NC1 -030-25-01
Charlotte, North Carolina 28202
Attention: Mason Hurley, Senior Vice President
Telephone: (980) 387-2370
Facsimile: (980) 683-4783

E-mail: mason.hurley@bofa.com

with respect to all matters:

Bank of America, N.A.
City Place I
185 Asylum Street
CT2-500-34-03
Hartford, Connecticut 06103
Attention: Clair Bennett
Telephone: (860) 952-7468
Facsimile: _____
Email: _____

(c) In any case where it is provided in this Agreement that a copy of any instruction, demand or other notice is to be delivered to a Dealer, such copy shall be delivered to the Dealer at the address set forth below by the same means as the original thereof shall have been given, provided that the failure of such copy to be given to any Dealer shall not invalidate or adversely affect the original thereof:

Dealer:

BofA Securities, Inc.
One Bryant Park, 12th Floor
New York, New York 10036
Attention: Allegra Ivey, Managing Director
Telephone: (646) 743-1342
E-mail: allegra.ivey@bofa.com

Notices shall be deemed delivered when received at the address specified above. For purposes of this Section, "when received" shall mean actual receipt (i) of an electronic communication by telecopier or issuance system specified in or pursuant to this Agreement; or (ii) of an oral communication by any person answering the telephone at the office of the individual or department specified in or pursuant to this Agreement; or (iii) of a written communication hand-delivered at the office specified in or pursuant to this Agreement.

(d) The Issuing and Paying Agent will, on behalf of the Metropolitan Government, give to the Holders all notices required to be given to the Holders, and in the manner required, by the Resolution, or will enable the Metropolitan Government to do so directly.

15. Liability. Neither the Issuing and Paying Agent nor the Issuing and Paying Agent's agents shall be liable for any act or omission hereunder, except in the case of gross negligence or willful misconduct as described in Section 16 herein. The Issuing and Paying Agent's duties and obligations shall be determined by the express provisions of this Agreement and the DTC Documents (including the documents referred to therein), and the Issuing and Paying Agent and the Issuing and Paying Agent's agents shall be responsible for the performance of only such duties and obligations as are specifically set forth herein and therein, and no implied covenants shall be read into any such document against the Issuing and Paying Agent or the Issuing and Paying Agent's agents. Neither the Issuing and Paying Agent nor the Issuing and Paying Agent's agents shall be required to ascertain whether any issuance or sale of Commercial Paper Note(s) (or any amendment or termination of this Agreement) has been duly authorized or is in compliance with any other agreement to which the Metropolitan Government is a party (whether or not the Issuing and Paying Agent or any such agent is a party to such other agreement).

16. Indemnity.

(a) If and to the extent permitted by law, and without any representation with respect to permissibility under existing law, the Metropolitan Government agrees to indemnify and hold the Issuing and Paying Agent, the Issuing and Paying Agent's employees and any and all of the Issuing and Paying Agent's officers and agents harmless from and against any and all losses, liabilities (including liabilities for penalties), actions, suits, judgments, demands, damages, costs and expenses of any nature (including, without limitation, attorneys' fees and expenses) arising out of or resulting from this Agreement or the transactions or activities contemplated hereby or the exercise of the Issuing and Paying Agent's rights and/or the performance of the Issuing and Paying Agent's duties (or those of the Issuing and Paying Agent's agents and employees) hereunder; provided, however that the Metropolitan Government shall not be liable to indemnify or pay the Issuing and Paying Agent or any of the Issuing and Paying Agent's officers or employees with respect to any loss, liability, action, suit, judgment, demand, damage, cost or expense that results from or is attributable to the Issuing and Paying Agent's gross negligence or willful misconduct or that of the Issuing and Paying Agent's officers or employees. The foregoing indemnity includes, but is not limited to, (a) any action taken or omitted to be taken by the Issuing and Paying Agent or any of the Issuing and Paying Agent's officers or employees upon written, telecopy, telephonic or other electronically transmitted instructions (authorized herein) received by the Issuing and Paying Agent from, or believed by the Issuing and Paying Agent in good faith to have been given by, the proper person or persons, (b) the Issuing and Paying Agent's improperly executing or failing to execute any instruction because of unclear instructions, failure of communications media or any other circumstances beyond the Issuing and Paying Agent's control, and (c) the actions or inactions of DTC. The provisions of this Section 16 shall survive (i) the Issuing and Paying Agent's resignation or removal hereunder and (ii) the termination of this Agreement. In no event shall the Issuing and Paying Agent be liable for special, indirect or consequential damages. The Issuing and Paying Agent agrees to promptly notify the Metropolitan Government of any claim, demand or action levied against the Issuing and Paying Agent arising out of this Agreement. Consistent with this Agreement, the Issuing and Paying Agent shall not, except at its own cost and for its own account, make any payment, admit any liability, settle any claim, assume any obligation, or incur any expense without prior consultation with the Metropolitan Government.

(b) The foregoing indemnification shall not be a condition to the payment of Commercial Paper Notes when due, and such payment shall be made without regard to compliance under Section 24(e).

17. Termination.

(a) Subject to the terms and conditions of the Facility, this Agreement may be terminated at any time by the Metropolitan Government, with or without cause, by giving not less than 15 days advance written notice to the other party hereto (with a copy to the Dealer and Bank), or by the Issuing and Paying Agent by giving 30 days advance written notice to the Metropolitan Government (with a copy to the Dealer and the Bank), provided that the Issuing and Paying Agent agrees to continue acting as issuing and paying agent hereunder until such time as the Issuing and Paying Agent's successor has been selected and has entered into an agreement with the Metropolitan Government to that effect and the Facility has been amended to provide that such successor issuing and paying agent is the beneficiary thereof. Such termination shall not affect the respective liabilities of the parties hereunder arising prior to such termination.

(b) If no successor has been appointed within 30 days, then the Issuing and Paying Agent have the right to petition a court of competent jurisdiction for the appointment of a successor issuing and paying agent hereunder. The Issuing and Paying Agent shall be reimbursed for any and all expenses in connection with any such petition and appointment.

(c) On the effective date of such termination, the Issuing and Paying Agent shall deliver to the successor issuing and paying agent, if any, at the direction of the Metropolitan Government, and otherwise to the Metropolitan Government, all canceled or unissued Commercial Paper Notes then held by the Issuing and Paying Agent for disposition in accordance with the Resolution.

(d) If all of the Commercial Paper Notes shall no longer be Outstanding (and all payments owed to the Bank with respect to the Bank Note shall have been made), and if the Metropolitan Government shall have advised the Issuing and Paying Agent that no additional Commercial Paper Notes are to be issued, authenticated or delivered under the Resolution, all balances and funds remaining in the Commercial Paper Notes Fund shall be transferred by the Issuing and Paying Agent to such other funds and/or accounts as the Metropolitan Government may direct.

18. Amendments and Modifications. No provision of this Agreement shall be amended or waived unless such amendment is authorized or permitted by the Resolution and unless such amendment or waiver is approved in writing by the Metropolitan Government and by the Issuing and Paying Agent and the Bank, and any such waiver shall be effective only in the specific instance and for the specific purpose given; provided, however, that as to any amendments to or waivers under this Agreement that are not inconsistent with the Resolution, such approvals shall not be unreasonably withheld or delayed; and provided further, however, that this Section shall not apply to the ability of any party hereto to terminate this Agreement in accordance with the provisions of Section 17 hereof as then in effect. Without limiting the generality of the foregoing, the parties agree to amend this Agreement to the extent necessary to give effect to a change of Depository pursuant to Section 4. The Issuing and Paying Agent shall not be required to enter into any amendment hereof which adversely affects its rights hereunder.

19. Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors, including successors by merger, and assigns; provided, however, that no party hereto may assign any of its rights or obligations hereunder, except with the prior written consent of all the other parties hereto.

20. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of New York applicable to contracts made and performed in the State of New York and, to the extent applicable, operating circulars of the Federal Reserve Issuing and Paying Agent, federal laws and regulations as amended, New York Clearing House rules and, to the extent not otherwise inconsistent

with this Agreement, general commercial bank practices applicable to commercial paper notes issuance and payment; provided, however, that the obligations of the Metropolitan Government under this Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.

21. Execution in Counterparts. This Agreement may be executed in any number of counterparts; each counterpart, when so executed and delivered, shall be deemed to be an original; and all of which counterparts, taken together, shall constitute one and the same agreement.

22. Headings. Section headings used in this Agreement are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

23. Compensation and Expenses. The Metropolitan Government shall pay the Issuing and Paying Agent from time to time following the execution of this Agreement reasonable compensation for all services rendered by the Issuing and Paying Agent hereunder as agreed between the Issuing and Paying Agent and the Metropolitan Government. The Metropolitan Government shall reimburse the Issuing and Paying Agent upon the Issuing and Paying Agent's request for all expenses, disbursements and advances incurred or made by the Issuing and Paying Agent in accordance with any provision of this Agreement (including the reasonable compensation and the expenses and disbursements of the Issuing and Paying Agent's agents and counsel) except any expense or disbursement attributable to the Issuing and Paying Agent's gross negligence or willful misconduct.

24. Miscellaneous.

(a) No implied covenants or obligations of or against the Issuing and Paying Agent are to be read into this Agreement or any other agreement. No provision of this Agreement shall require the Issuing and Paying Agent to risk the Issuing and Paying Agent's own funds or otherwise incur any financial liability in the performance of any of the Issuing and Paying Agent's duties hereunder or in the exercise of any of the Issuing and Paying Agent's duties hereunder or in the exercise of any of the Issuing and Paying Agent's rights and powers hereunder. If the Issuing and Paying Agent makes a deposit, payment or transfer of funds before the Issuing and Paying Agent receives immediately available funds, such deposit, payment or transfer shall represent an advance by the Issuing and Paying Agent to the Metropolitan Government to be repaid from such funds or by the Metropolitan Government in the event that such funds are not promptly received by the Issuing and Paying Agent. It is intended that such advance be for no longer than 24 hours. Interest on each such unpaid advance shall be at the rate charged by the Issuing and Paying Agent for such advance (which rate shall be no less than the Issuing and Paying Agent's Prime Rate). The Metropolitan Government shall ensure the prompt reimbursement to the Issuing and Paying Agent of any such advance (including the interest thereon).

(b) The Issuing and Paying Agent may consult with counsel, and any advice or written opinion of such counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted to be taken by the Issuing and Paying Agent, in the absence of bad faith, gross negligence or willful misconduct on the Issuing and Paying Agent's part, in reliance on such advice or opinion.

(c) The Issuing and Paying Agent makes no representation as to, and shall have no responsibility for, the correctness of any statement contained in, or the validity or sufficiency of, this Agreement or any documents or instruments referred to in this Agreement or as to or for the validity or collectability of any obligation contemplated by this Agreement. The Issuing and Paying Agent shall not be accountable for the use or application by any person of disbursements properly made by the Issuing and Paying Agent in conformity with the provisions of this Agreement.

(d) The Issuing and Paying Agent may rely and shall be protected in acting upon any document or writing presented to the Issuing and Paying Agent hereunder and in good faith believed by the Issuing and Paying Agent to be genuine and to have been signed and presented by an authorized person or persons.

(e) The Issuing and Paying Agent, in its individual or other capacity, may become the owner or pledgee of Commercial Paper Notes and may deal with the Metropolitan Government with the same rights it would have if it were not issuing and paying agent.

(f) Upon removal or resignation of the Dealer, the Issuing and Paying Agent shall give notice thereof by mail to all owners of the Commercial Paper Notes and to any Rating Agency.

(g) The parties hereto each acknowledge that the Bank shall be an express third party beneficiary of the provisions of this Agreement, with the power to enforce the same.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

The parties hereto acknowledge that in accordance with Section 326 of the U.S.A. Patriot Act, the Issuing and Paying Agent, like all financial institutions and in order to help fight the funding of terrorism and money laundering, is required to obtain, verify, and record information that identifies each person or legal entity that establishes a relationship or opens an account with the Issuing and Paying Agent. The parties to this Agreement agree that they will provide the Issuing and Paying Agent with such information as it may request in order for the Issuing and Paying Agent to satisfy the requirements of the U.S.A. Patriot Act.

(signature page follows)

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered as of the day and year first above written.

THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY

Attest: _____ By: _____
Elizabeth Waites John Cooper
Deputy Metropolitan Clerk Metropolitan Mayor

APPROVED AS TO FORM AND LEGALITY:

Robert E. Cooper, Jr.
Director of Law

U.S. BANK NATIONAL ASSOCIATION

By: _____
Beverly A. Freney
Vice President

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