THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY

WATER AND SEWER REVENUE COMMERCIAL PAPER NOTES, SERIES 2022A

ISSUING AND PAYING AGENCY AGREEMENT

THIS ISSUING AND PAYING AGENCY AGREEMENT (the "Agreement") is entered into as of _____, 202_, by and between U.S. Bank Trust Company, 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 Water and Sewer Revenue Commercial Paper Notes, Series 2022A (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 certain notes of the series listed above (the "Commercial Paper Notes"; such Commercial Paper Notes when issued in book entry only 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 _____, 2022 (the "Resolution") and pursuant to that certain Irrevocable Transferable Direct-Pay Letter of Credit (as amended, restated, supplemented or otherwise modified from time to time, the "Letter of Credit") issued by the hereinafter defined Bank pursuant to the terms of that certain Reimbursement Agreement, dated as of _____, 202_ (as amended, restated, supplemented or otherwise modified from time to time, the "Reimbursement Agreement" and, together with the Letter of Credit, the "Facility"), between the Metropolitan Government and the 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 U.S. Bank Trust Company, National Association as the Issuing and Paying Agent, and U.S. Bank Trust Company, National Association, as 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"). As of the date hereof, the sole Dealer of the Commercial Paper Notes is J.P. Morgan Securities LLC. The Commercial Paper Notes to which this Agreement relates is the Metropolitan Government's Water and Sewer Revenue Commercial Paper Notes, Series 2022A. The Initial Bank (as defined in the Resolution) for the Commercial Paper Notes is TD Bank, 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 (i) acknowledges receipt of a certified copy of the Resolution and the Facility and (ii) 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 and the Issuing and Paying Agent and accepted by 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 required documentation with respect to the 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 shall 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 and each 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 each 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 each 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 each 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 shall be 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 such 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 to the Issuing and Paying Agent's Commercial Paper Notes operations department as Requests pursuant Section 3.01(c) of the Resolution. 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 Representative of the Metropolitan Government or a Dealer Representative may deliver written, telephone or facsimile instructions to the Issuing and Paying Agent, which instructions shall be verified in accordance with any security procedures [then in place by the Issuing and Paying Agent as] 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 Representative or a Dealer Representative.

(b) On each maturity date for the Commercial Paper Notes, the Issuing and Paying Agent agrees to timely draw on the Letter of Credit, in accordance with its terms, for the payment of the principal of and interest on the Commercial Paper maturing on such date. All draw requests must be received by the Bank no later than 12:00 noon (New York City time) in order for the Letter of Credit to be drawn upon on the same day. The foregoing notwithstanding, the Issuing and Paying Agent agrees to make demands for payment under the Letter of Credit, in strict conformity with the terms of the Letter of Credit, for payment of the principal and interest on all Commercial Paper Notes then outstanding by no later than the Business Day (as defined in the Facility) prior to any Termination Date resulting from a Final Drawing Notice issued by the Bank.

(c) Upon receipt of a Request pursuant to the Resolution [by 1:00 p.m. (New York City time) on any Business Day] 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 [by 12:30 p.m. (New York City ime) on any Business Day] 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 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 or, in the absence of such proceeds, from the Metropolitan Government. 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 U.S. Bank National Association ("USBNA") 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 365/366 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 USBNA in its sole discretion and is not necessarily the lowest rate of interest offered by USBNA 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 $200,000,000. The principal amount of Commercial Paper Notes Outstanding hereunder at any time, together with interest thereon at the Maximum Rate, shall not exceed the face amount of the Facility.

(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) Commercial Paper Notes shall not mature later than the times permitted by the Act for the retirement of bond anticipation notes, as may be approved by the State 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 and Rollover Commercial Paper Notes shall not be issued subsequent to the existing Termination Date with respect to the Facility unless the Metropolitan Government delivers or causes to be delivered an extension of such existing Facility or a substitute Facility to the Issuing and Paying Agent on or prior to such Termination Date.

(vi) 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.

(vii) Commercial Paper Notes shall mature not later than the Business Day preceding the Termination Date of the Facility then in effect.

(viii) Commercial Paper Notes shall not be issued by the Issuing and Paying Agent if the Issuing and Paying Agent has received a Stop Order (as defined in the Facility) or Final Drawing Notice (as defined in the Facility) or similar cease issuance notice from the Bank providing that, as a result of the occurrence of an event of default under such Facility, it is to cease issuing Commercial Paper Notes from and after the date of such notice until such time as said order or notice has been rescinded (if applicable). Prior to issuing such additional Commercial Paper Notes after receipt of such order or notice, the Issuing and Paying Agent must receive notice from the Bank providing such Facility that such order or notice has been rescinded (if applicable). Any Stop Order or Final Drawing Notice shall be full and complete authorization to the Issuing and Paying Agent to take action or omit to take action hereunder.

(ix) All conditions to the issuance of Commercial Paper Notes pursuant to the Facility shall be met.

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 Request for a loan or advance with respect to the principal or interest 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 Article IV of 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 Article IV of 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.

(f) The Metropolitan Government and the Dealer, each having access to the [SPANS Online] system, as hereinafter defined, 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 each Dealer also

will furnish the Metropolitan Government and the Bank with such additional information relating to its respective 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 Water and Sewer Revenue Commercial Paper Fund, Series 2022A" (the "Commercial Paper Fund"). The Issuing and Paying Agent shall maintain the Commercial Paper Fund and the deposits thereto in the manner described in Section 2.06 of the Resolution and herein. Notwithstanding anything in the Resolution or this Agreement to contrary, the Issuing and Paying Agent shall maintain separate and segregated sub-accounts within the Commercial Paper Fund for the proceeds of a draw on a Facility and any other funds deposited to the Commercial Paper Fund.

(b) On each day upon which any principal of and interest on Outstanding Commercial Paper Notes is due and payable, the Issuing and Paying Agent shall timely prepare and present to the Bank all certificates, notices and other documents required by the terms of this Agreement and the Facility to effect advances or drawings under the Facility in order to pay the principal of and interest on maturing Commercial Paper on such maturity day, without regard to other amounts on deposit in the Commercial Paper Fund or the issuance of new Commercial Paper Notes on such day.

(c) On each day upon which any principal of and interest on Outstanding Commercial Paper Notes is due and payable, the Issuing and Paying Agent shall (i) timely deposit the proceeds from the issuance of any new Commercial Paper Notes in the Commercial Paper Fund, which such proceeds shall be applied to the reimbursement of the advance by the Bank in accordance with the terms of the Facility [after repayment to the Issuing and Paying Agent of any advances made hereunder]; (ii) timely submit a demand for payment to the Metropolitan Government in an amount equal to the interest on all Outstanding Commercial Paper Notes due and payable on such day, which such proceeds shall be applied to the reimbursement of the advance by the Bank in accordance with the terms of the Facility, or in the event the Bank fails to honor the drawing required by Section 7(b) above, to the payment of interest on the maturing Commercial Paper Notes; and (iii) in the event the Bank fails to honor the drawing required by Section 7(b) above and the proceeds from the issuance of any new Commercial Paper Notes are insufficient to provide for the payment of the principal amount of maturing Commercial Paper, timely submit a demand for payment to the Metropolitan Government in an amount equal to such principal amount, the proceeds of which shall be applied to the payment of the principal of maturing Commercial Paper.

(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 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 the Bank 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 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 Fund a Special Deposit; Investments.

(a) The Commercial Paper 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 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 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 and, if applicable, interest on other Commercial Paper Notes, may be invested prior to their application for authorized purposes, but only at the direction of an Authorized Representative 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 [by 2:15 p.m. (New York City time)] 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

respective 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 amount payable upon maturity of the related Commercial Paper Notes will not exceed the maximum available amount 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 or Final Drawing Notice 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; Prohibition of Defeasance of Commercial Paper Notes.

(a) 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.

(b) Notwithstanding anything in the Resolution to the contrary, the Metropolitan Government shall not defease the Commercial Paper Notes, and the Issuing and Paying Agent shall not process any request for defeasance.

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 or telephone, and which relates to the completion, delivery or payment of the Commercial Paper Note(s), are to be delivered to the Issuing Paying Agent via SPANS Online or 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 President Ronald Reagan Way, 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 Trust Company, 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. Bank Trust Company, 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 all matters:

(regarding credit matters):

TD Bank, N.A.
[_____]
[_____]
[_____]
Attention: [_____]
Telephone: [_____]
Telecopier: [_____]

(regarding operational matters):

TD Bank, N.A.
[_____]
[_____]
[_____]
Attention: [_____]
Telephone: [_____]
Telecopier: [_____]

(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: J.P. Morgan Securities LLC
10 S. Dearborn Street, Floor 7
Chicago, Illinois 60603
Attention: Donald E. Wilbon
Telephone No.: (312) 385-8485
Email: don.e.wilbon@jpmorgan.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.

Any notices required to be given to the Rating Agencies hereunder or under the Resolution shall be emailed to Moody’s at:

Moody's Investors Service
7 World Trade Center
Public Finance Dept.
250 Greenwich St., 23rd Floor

New York, New York 10007
Attn: Municipal Supported Products Group
MSPGSurveillance@moodys.com

And to S&P at:

S&P Global Ratings
55 Water St., 41st Floor
New York, NY 10041
Attn: Structured Finance LOC Surveillance Group
pubfin_structured@spglobal.com

(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, agents and affiliates 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 gross negligence or willful misconduct of the Issuing and Paying Agent or its 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, facsimile, 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 10 days advance written notice to the Issuing and Paying Agent (with a copy to each Dealer and the Bank), or by the Issuing and Paying Agent by giving 30 days advance written notice to the Metropolitan Government (with a copy to each 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. 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 of such notice, then the Issuing and Paying Agent shall have the right to petition a court of competent jurisdiction for the appointment of a successor issuing and paying agent hereunder. To the extent permitted by applicable law, and without any representation with respect to permissibility under existing law, the Issuing and Paying Agent shall be reimbursed by the Metropolitan Government 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, (i) all canceled or unissued Commercial Paper Notes then held by the Issuing and Paying Agent, (ii) all funds held by the Issuing and Paying Agent in the Commercial Paper Fund, and (iii) the Facility, all 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 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 materially 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 neither party hereto may assign any of its rights or obligations hereunder, except with the prior written consent of the other party 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 Bank, 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 in accordance with the Schedule of Fees furnished by the Issuing and Paying Agent to 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 USBNA'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.

25. Tax Reporting. The Issuing and Paying Agent shall have no responsibility for the tax consequences of this Agreement, and the Metropolitan Government shall consult with independent counsel concerning any and all tax matters. The Metropolitan Government shall provide IRS Form W-9 or Form W-8, as applicable, for each payee, together with any other documentation and information requested by the Issuing and Paying Agent in connection with Issuing and Paying Agent's reporting obligations under any applicable U.S. federal law or regulation. If such tax documentation is not so provided, the Issuing and Paying Agent is authorized to withhold taxes as required by applicable U.S. federal law or regulation.

26. [Electronic Transmission; Electronic Signatures. The Issuing and Paying Agent shall not have any duty to confirm that the person sending any notice, instruction or other communication (a "Notice") by electronic transmission (including by e-mail, facsimile transmission, web portal or other electronic methods) is, in fact, a person authorized to do so. Electronic signatures believed by the Issuing and Paying Agent to comply with the ESIGN Act of 2000 or other applicable law (including electronic images of handwritten signatures and digital signatures provided by DocuSign, Orbit, Adobe Sign or any other digital signature provider acceptable to the Issuing and Paying Agent) shall be deemed original signatures for all purposes. The Metropolitan Government assumes all risks arising out of the use of electronic signatures and electronic methods to send Notices to the Issuing and Paying Agent, including without limitation the risk of the Issuing and Paying Agent acting on an unauthorized Notice, and the risk of interception or misuse by third parties. Notwithstanding the foregoing, the Issuing and Paying Agent may in any instance and in its sole discretion require that an original document bearing a manual signature be delivered to the Issuing and Paying Agent in lieu of, or in addition to, any such electronic Notice.]

27. [Optional Security Procedures. In the event funds transfer instructions, address changes or change in contact information are given (other than in writing at the time of execution of this Agreement), whether in writing, by facsimile or otherwise, the Issuing and Paying Agent is authorized but shall be under no duty to seek confirmation of such instructions by telephone call-back to an Authorized Representative, and the Issuing and Paying Agent may rely upon the confirmation of anyone purporting to be the person or persons so designated. The persons and telephone numbers for call-backs may be changed only in writing actually received and acknowledged by the Issuing and Paying Agent and shall be effective only after the Issuing and Paying Agent has a reasonable opportunity to act on such changes. The Metropolitan Government agrees that the Issuing and Paying Agent may at its option record any telephone calls made pursuant to this Section. The Issuing and Paying Agent in any funds transfer may rely solely upon any account numbers or similar identifying numbers provided by the Metropolitan Government to identify (a) the beneficiary, (b) the beneficiary's bank, or (c) an intermediary bank. The Issuing and Paying Agent may apply funds for any payment order it executes using any such identifying number, even when its use may result in a person other than the beneficiary being paid, or the transfer of funds to a bank other than the beneficiary's bank or an intermediary bank designated. Metropolitan Government acknowledges that these optional security procedures are commercially reasonable.]

28. [SPANS Online.

(a) The Metropolitan Government and each Authorized Representative may use the U.S. Bank Securities Processing Automated Notes System Online ("SPANS Online") instruction and reporting communication service to transmit instructions to the Issuing and Paying Agent or obtain reports with respect to the Commercial Paper Notes. The Metropolitan Government may, by separate agreement between the Metropolitan Government and one or more of its Dealer Representatives, authorize the Dealer Representative to directly access SPANS Online for the purposes of transmitting instructions to the Issuing and Paying Agent or obtaining reports with respect to the Commercial Paper Notes. The Metropolitan Government acknowledges that (i) some or all of the services utilized in connection with SPANS Online are furnished by SS&C Technologies, Inc. ("SS&C"), (ii) SPANS Online is provided to Metropolitan Government "AS IS" without warranties or representations of any kind whatsoever, and (iii) SPANS Online is proprietary and confidential property disclosed to the Metropolitan Government in confidence and may be utilized only on the SPANS Online Terms and Conditions as set forth in the SPANS Online website and for purposes set forth in this Agreement.

(b) To permit the use of SPANS Online to transmit instructions and/or obtain reports with respect to the Commercial Paper Notes, the Issuing and Paying Agent will supply the Metropolitan Government with a customer identification number and initial passwords. The Metropolitan Government may thereafter change its passwords directly through SPANS Online. The Metropolitan Government will keep all information relating to its identification number and passwords strictly confidential and will be responsible for the maintenance of adequate security over its customer identification number and passwords. Instructions transmitted over SPANS Online and received by the Issuing and Paying Agent pursuant to this Agreement shall be deemed conclusive evidence that such instructions are correct and complete and that the issuance or redemption of the Commercial Paper Notes directed thereby has been duly authorized by the Metropolitan Government.]

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 or any other legislation or regulation to which the Issuing and Paying Agent is subject, in a timely manner.

[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: _____
Austin Kyle,
Metropolitan Clerk

By: _____
John Cooper,
Metropolitan Mayor

APPROVED AS TO FORM AND LEGALITY:

_____
Wallace Dietz,
Director of Law

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION

By: _____
[_____]
Vice President

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