
LOAN AGREEMENT

BY AND AMONG

**THE PUBLIC BUILDING AUTHORITY OF
THE CITY OF
CLARKSVILLE, TENNESSEE,**

CITY OF SPRING HILL, TENNESSEE,

AND

**FIRST HORIZON TE1, LLC,
A SUBSIDIARY OF FIRST HORIZON BANK
Nashville, Tennessee**

**Relating to
\$25,000,000
The Public Building Authority of the
City of Clarksville, Tennessee
Local Government Loan Program Bond,
Series 2020
(City of Spring Hill Loan)**

Dated: March __, 2020

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LOAN AGREEMENT

\$25,000,000

**The Public Building Authority of the City of Clarksville, Tennessee
Local Government Loan Program Bond, Series 2020
(City of Spring Hill Loan)**

This Loan Agreement (the "Loan Agreement"), dated as of March __, 2020 and entered into by and among THE PUBLIC BUILDING AUTHORITY OF THE CITY OF CLARKSVILLE, TENNESSEE, a public, nonprofit corporation organized and existing under the laws of the State of Tennessee (the "Issuer"), the CITY OF SPRING HILL, TENNESSEE, a municipal corporation organized and duly existing under the laws of the State of Tennessee (the "Borrower" or the "City"), and FIRST HORIZON TE1, LLC, a subsidiary of First Horizon Bank, Nashville, Tennessee (the "Bank") (collectively, the "Parties"):

WITNESSETH:

WHEREAS, the Issuer is authorized by Title 12, Chapter 10, Tennessee Code Annotated, as from time to time amended or supplemented (the "Act"), to, among other things, upon the terms and provisions set forth in the Act, enter into loan agreements with municipal corporations, as defined in the Act, for the purpose of financing the costs of constructing, installing, or acquiring certain necessary and desirable buildings, structures, equipment, and improvements constituting a "project" as such term is defined and used in the Act, for such payments and upon such terms as the board of directors of the Issuer may deem advisable in accordance with the provisions of the Act; to issue its revenue bonds pursuant to the provisions of the Act for the purpose of financing, acquiring, erecting, extending, improving, equipping, or repairing or a combination thereof, any project; and, as security for the payment of the principal of, and the interest on, any such bonds so issued, to assign and pledge, among other things, all or any part of its interest in, and rights under, the loan agreements relating to the necessary and desirable projects so financed;

WHEREAS, the Issuer has determined that there is substantial need within the State for a financing program which will provide funds for qualifying projects for municipal corporations in the State;

WHEREAS, the Issuer is authorized under the Act to issue its revenue bonds to provide funds for such purposes;

WHEREAS, the Issuer has determined that the public interest will best be served and that the purposes of the Act can be more advantageously obtained by the Issuer's issuance of its revenue bonds in order to loan funds to participating municipal corporations to finance projects;

WHEREAS, in order to effectuate the program, the Issuer has authorized and approved by its Resolution adopted March 12, 2018, the issuance of its Local Government Loan Program Bonds, in the aggregate principal amount of not to exceed \$300,000,000;

WHEREAS, the City is a municipal corporation lawfully organized and existing under the laws of the State of Tennessee;

WHEREAS, the City is authorized under the Act, its Charter, and its resolutions to enter into this Loan Agreement for the purposes of financing the costs of projects authorized by the Act;

WHEREAS, the Issuer and the City have determined that the provision of funds by the Issuer to the City (the "Loan"), pursuant to the terms of this Loan Agreement and the Bond Purchase Agreement, of even date hereof, between the Issuer and First Horizon TE1, LLC, a subsidiary of First Horizon Bank, Nashville,

Tennessee (the "Bank" or "Purchaser"), including any amendments and supplements thereto, will make possible the financing of the Project for the City resulting in the efficient and economic furnishing of governmental services to the citizens residing within the boundaries of the City; and,

WHEREAS, the Board of Mayor and Aldermen (the "Board"), of the City, by an Initial Resolution, adopted by the Board on February 18, 2020 (the "Initial Resolution"), approved the borrowing of funds and the incurring of indebtedness in an amount of not to exceed \$25,000,000 in the form of a loan from the Issuer for the purpose of financing roadway infrastructure construction and improvements within the City, the acquisition of all other property real and personal appurtenant thereto and connected with such work, and to pay all legal, fiscal, administrative, planning, and engineering costs incident thereto, and to pay costs incident to the issuance of the Bond and the loan of the proceeds thereof to the City (collectively, the "Project"), and by a Loan Resolution adopted by the Board on February 18, 2020 (the "Loan Resolution"), authorized a loan under a loan agreement between the Borrower and the Issuer for the aforementioned purposes and the assignment of the Borrower's obligation under such loan agreement;

WHEREAS, the Loan will be administered by The Tennessee Municipal Bond Fund (the "Administrator"), under that certain Program Management Contract, dated of even date herewith, by and between the Issuer and the Administrator; and,

WHEREAS, pursuant to the Issuer Resolution, in order to assist the Borrower in the financing of the Project, the Issuer has agreed to authorize, issue, sell and deliver its Local Government Loan Program Bond, Series 2020 (City of Spring Hill Loan) (the "Bond"), in the maximum principal amount of \$25,000,000.

NOW, THEREFORE, for and in consideration of the premises and of the mutual covenants hereinafter contained, the parties hereby agree as follows:

ARTICLE I

AUTHORITY

Section 1.01. Authority. This rights and obligations of the parties to this Loan Agreement are authorized by Title 12, Chapter 10 and Title 9, Chapter 21 of Tennessee Code Annotated, as amended, and other applicable provisions of law.

ARTICLE II

DEFINITIONS

Section 2.01. Definitions. The following terms shall have the following meanings in this Loan Agreement unless the text expressly or by necessary implication requires otherwise or unless reference to definitions contained in another document as part of this transaction:

"Act" means Title 12, Chapter 10, Tennessee Code Annotated, as amended,

"Administrator" means the Tennessee Municipal Bond Fund, and its successors or assigns.

"Authorized Officer of the Borrower" means the Mayor or the City Recorder and any other person or persons authorized pursuant to law or a resolution of the Board of Mayor and Aldermen of the Borrower to perform such act or execute such documents on behalf of the Borrower.

"Bank" means First Horizon TE1, LLC, a subsidiary of First Horizon Bank, Nashville, Tennessee, or its successors and assigns.

"Bond" means the Local Government Loan Program Bond, Series 2020 (City of Spring Hill Loan), dated the date of its issuance and delivery, issued in the maximum principal amount of \$25,000,000.

"Bond Counsel" means Bone McAllester Norton PLLC, Nashville, Tennessee.

"Bond Purchase Agreement" means that certain Bond Purchase Agreement, dated the date hereof, between the Issuer, as the issuer of the Bond, and the Bank, as the purchaser of the Bond, describing the rights and obligations of both parties relating to the private placement of the Bond.

"Borrower" means City of Spring Hill, Tennessee, a municipal corporation organized and existing under the laws of the State of Tennessee.

"Borrower Resolutions" mean collectively, the Initial Resolution and the Loan Resolution of the Borrower.

"Borrower's Tax Certificate" means a tax exemption certificate, including exhibits thereto, which is entered into by the Borrower consistent with the requirements of Section 1.148-2(b) of the Treasury Regulations.

"Business Day" means any day other than (a) a Saturday or Sunday, (b) a day on which commercial banks in New York, New York, or the City or cities in which the primary office of the Bank is authorized by law or executive order to close, or (c) a day on which the New York Stock Exchange is closed.

"City Recorder" means the duly appointed and qualified City Recorder of the City and all successors to such office.

"Closing" means the date at which time the Loan to the Borrower is made to finance or refinance the Cost of the Project.

"Code" means the Internal Revenue Code of 1986, as amended, and the applicable regulations of the United States Department of the Treasury promulgated thereunder, as in effect on the date of issuance of the Bond and as hereafter amended, supplemented, or revised insofar as such amendments, supplements, or revisions shall pertain to or affect the Bond.

"Cost of the Project" means the costs of roadway infrastructure construction and improvements within the City, the acquisition of all other property real and personal appurtenant thereto and connected with such work, and to pay all legal, fiscal, administrative, planning, and engineering costs incident thereto, and to pay costs incident to the issuance of the Bond and the loan of the proceeds thereof to the City.

"Default" means an event or condition the occurrence of which would, with the lapse of time or the giving of notice or both, become a Loan Default hereunder.

"Drawing" means a disbursement from the Project Fund pursuant to Section 4.06 hereof.

"Favorable Opinion of Bond Counsel" means, when used with respect to or in connection with any action, a written opinion of Bond Counsel to the effect that such action will not adversely affect the excludability of interest paid on the Bond from gross income for federal income tax purposes.

"Initial Resolution" means that certain Initial Resolution adopted by the Board of the City pursuant to the Section 9-21-205 of Tennessee Code Annotated, on February 18, 2020, authorizing the City to incur indebtedness with the Issuer to finance the Project.

"Issuer" means The Public Building Authority of the City of Clarksville, Tennessee, a public nonprofit corporation organized and existing under the laws of the State of Tennessee.

"Issuer Resolution" means the resolution of the Issuer adopted on March 12, 2018, providing for the issuance of its Local Government Loan Program Bonds, in the aggregate principal amount not to exceed \$300,000,000, of which the Bond is one of such authorized obligations.

"Loan" means the loan as authorized by this Loan Agreement, the Borrower Resolutions, and the Issuer Resolution.

"Loan Amount" means the aggregate principal amount of all Drawings from time to time up to the Loan Commitment Amount.

"Loan Commitment Amount" means the maximum principal amount of \$25,000,000, or other amount as may be determined by the Issuer, the Borrower, and the Bank.

"Loan Rate" means, at any point in time, the applicable rate of interest on the Loan as described in Section 4.08 hereof, as determined by the Bank, and agreed to by the Borrower.

"Loan Repayment Date" means the first day of each of February and August, or if such day is not a Business Day, the next succeeding Business Day.

"Loan Repayments" means the payment of principal and interest on the Loan pursuant to the terms of this Loan Agreement.

"Loan Resolution" means that certain Resolution adopted by the Board of the City on February 18, 2020, authorizing a loan under a loan agreement between the Borrower and the Issuer to finance the Project.

"Mayor" means the duly elected and qualified Mayor of the City and all successors to such office.

"Outstanding Loan Amount" means the Loan Amount minus principal prepayments and repayments made to the Bank.

"Project" means the costs of roadway infrastructure construction and improvements within the City, the acquisition of all other property real and personal appurtenant thereto and connected with such work, and to pay all legal, fiscal, administrative, planning, and engineering costs incident thereto, and to pay costs incident to the issuance of the Bond and the loan of the proceeds thereof to the City, as authorized by the Borrower Resolutions.

"Put Option" means the option of the Bank to put the Bond to the Issuer for purchase on each Scheduled Put Option Date.

"Registration Agent" means the Chairman or Secretary of the Issuer, or any successor designated by its Board of Directors, as described in the Bond Purchase Agreement to maintain a register identifying the owner of the Bond.

"Repayment Exhibit" means the debt service schedule of the Loan Amount made to the Borrower and attached hereto as EXHIBIT B, as the same may be amended from time to time in accordance with the provisions of this Loan Agreement.

"Scheduled Put Option Date" means initially the seventh anniversary of the date of the closing of the Loan, subject to extension as set forth in Section 4.08 hereof, and if extended by the Bank, the seventh anniversary of the prior Scheduled Put Option Date.

ARTICLE III

REPRESENTATIONS AND COVENANTS OF BORROWER

Section 3.01. Representations of Borrower. The Borrower represents for the benefit of the Issuer and the Bank as follows:

(a) Organization and Authority.

(1) The Borrower is a municipal corporation, duly created and validly existing, in good standing pursuant to the constitution and statutes of the State.

(2) The Borrower has full legal right and authority and all necessary licenses and permits required as of the date hereof to own and operate its properties, to carry on its activities, to enter into this Loan Agreement and the Borrower's Tax Certificate, to undertake and complete the Project, and to carry out and consummate all transactions contemplated by this Loan Agreement and the Borrower's Tax Certificate.

(3) The proceedings of the Borrower's Board approving this Loan Agreement and the Borrower's Tax Certificate and authorizing their execution and delivery on behalf of the Borrower and authorizing the Borrower to undertake and complete the Project have been duly and lawfully adopted at a meeting or meetings duly called and held at which quorums were present and acting throughout and such meeting or meetings were duly called pursuant to necessary public notice and held in accordance with all applicable law.

(4) This Loan Agreement and the Borrower's Tax Certificate have been duly authorized, executed, and delivered by Authorized Officers of the Borrower; and, assuming that the Issuer has all the requisite power and authority to execute and deliver, and has duly authorized, executed, and delivered this Loan Agreement, this Loan Agreement and the Borrower's Tax Certificate, constitute the legal, valid, and binding obligations of the Borrower enforceable in accordance with their respective terms subject to future proceedings under bankruptcy, reorganization, debt arrangements, insolvency, or other laws of general application or principles of equity relating to or affecting the enforcement of creditors' rights. The information provided and to be provided to the Issuer, the Administrator, and the Bank in connection with obtaining the Loan hereunder is true and accurate in all respects.

(b) Full Disclosure. The financial statements, including balance sheets, and any other written statement furnished by the Borrower to the Issuer, the Administrator, or the Bank do not and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein or herein not misleading. There is no fact known to the Borrower which the Borrower has not disclosed to the Issuer, the Administrator, and the Bank in writing which materially adversely affects or is likely to materially adversely affect the financial condition of the Borrower, its ability to own and operate its property in the manner such property is currently operated or its ability to make the payments under this Loan Agreement when and as the same become due and payable.

(c) Pending Litigation. There is no litigation or legal or governmental action, inquiry, investigation, or proceedings pending, or to the knowledge of the Borrower threatened, against or affecting the Borrower in any court or before any governmental authority or arbitration board or tribunal that, if

adversely determined, would materially adversely affect the properties, activities, prospects, or condition (financial or otherwise) of the Borrower, or the ability of the Borrower to make all Loan Repayments and other payments required hereby and otherwise perform its obligations under this Loan Agreement, that have not been disclosed in writing to the Bank, the Administrator, and the Issuer in the Borrower's application for its Loan or otherwise.

(d) Compliance with Existing Laws and Agreements. The execution and delivery of this Loan Agreement by the Borrower, the performance by the Borrower of its obligations hereunder, and the consummation of the transactions provided for in this Loan Agreement and compliance by the Borrower with the provisions of this Loan Agreement and the undertaking and completion of the Project (i) are within the municipal powers of the Borrower and have been duly and effectively authorized by all necessary action on the part of the Borrower and (ii) do not and will not result in any breach of any of the terms, conditions, or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the Borrower pursuant to any existing bond ordinance, resolution, trust agreement, indenture, mortgage, deed of trust, loan agreement or other instrument (other than this Loan Agreement) to which the Borrower is a party or by which the Borrower or any of its property may be bound, nor will such action result in any violation of the provisions of the charter or other document pursuant to which the Borrower was established or any laws, resolutions, ordinances, governmental rules, regulations or court orders to which the Borrower or its properties or operations is subject.

(e) No Defaults. No event has occurred and no condition exists that, upon execution of this Loan Agreement or receipt of the proceeds of the Loan, would constitute a Default or a Loan Default. The Borrower is not in violation of, and has not received notice of any claimed violation of, any term of any agreement or other instrument to which it is a party or by which it, or its property, may be bound, which violation would materially adversely affect the properties, activities, prospects or condition (financial or otherwise) of the Borrower or the ability of the Borrower to make all Loan Repayments or other payments required hereby or otherwise perform its obligations under this Loan Agreement.

(f) Governmental Consent. The Borrower has obtained all permits and approvals required to date by any governmental body or officer for the making and performance by the Borrower of its obligations under this Loan Agreement or for the undertaking or completion of the Project and the financing thereof, and the Borrower has complied with any applicable provisions of law requiring any notification, declaration, filing, or registration with any governmental body or officer in connection with the making and performance by the Borrower of its obligations under this Loan Agreement or the Borrower's Tax Certificate or with the undertaking or completion of the Project and the financing thereof. The financing of the Project as contemplated by this Loan Agreement is consistent with the terms of any such governmental consent, order, or any action applicable thereto. No consent, approval or authorization of, or filing, registration, or qualification with, any governmental authority that has not been obtained is required on the part of the Borrower as a condition to the execution and delivery of this Loan Agreement, the Borrower's Tax Certificate, the undertaking or completion of the Project or the consummation of any transaction herein contemplated.

(g) Compliance with Law.

(1) The Borrower is in compliance with all laws, ordinances, resolutions, governmental rules and regulations to which it is subject, the failure to comply with which would materially adversely affect the ability of the Borrower to conduct its activities or the condition (financial or otherwise) of the Borrower; and,

(2) The Borrower has obtained all licenses, permits, franchises, or other governmental authorizations necessary to the ownership of its property or to the conduct of its activities, and agrees to obtain all licenses, permits, franchises, or other governmental authorizations which may be required in the future, which, if not obtained, would materially adversely affect the ability of the Borrower to conduct its activities or undertake or complete the Project or the condition (financial or otherwise) of the Borrower.

Section 3.02. Particular Covenants of the Borrower.

(a) Performance of this Loan Agreement. The Borrower agrees: (i) to cooperate with the Issuer and the Bank in the performance of the respective obligations of the Bank and the Issuer under this Loan Agreement; (ii) to establish, levy, and collect ad valorem taxes on all taxable property within the City, sufficient to pay when due the annual amounts payable and sufficient to fulfill the terms and provisions of this Loan Agreement; and, (iii) to deliver to the Issuer, the Administrator, and the Bank, and any designee of such parties, any report or certificate required to comply or to evidence compliance with requirements imposed by the Bank.

(b) Inspections. The Borrower shall permit the Issuer, the Administrator, and the Bank, and any party designated by any of such parties, to examine, visit and inspect, at any and all reasonable times, the property, if any, constituting the Project, and to inspect and make copies of any accounts, books, and records, including (without limitation) its records regarding receipts, disbursements, contracts, investments, and any other matters relating thereto (other than documents the confidentiality of which is protected by law or professional codes of ethics) and to its financial standing, and shall supply such reports and information as the Issuer or the Bank may reasonably require in connection therewith.

(c) No Federal Guarantee. The Borrower has not secured and will not secure any of its obligations hereunder by any obligation which is federally guaranteed within the meaning of Section 149(b) of the Code.

(d) Insurance. The Borrower shall maintain or cause to be maintained, in force, insurance with responsible insurers with policies or self insurance with respect to its property, insuring against such casualties and contingencies of such types (including public liability insurance) and in such amounts as are customary in the case of persons engaged in the same or similar activity and similarly situated.

(e) Cost of Project. The Borrower certifies that the Cost of the Project is a reasonable and accurate estimation and upon direction of the Bank, the Administrator, or the Issuer will supply the same with a certificate from independent engineers stating that such Cost of the Project is a reasonable and accurate estimation.

(f) Project. All items constituting the Project constitute a “project” as defined in the Act. The Borrower intends to cause the Project to be operated at all times during the term of the Loan Agreement as a governmental facility which qualifies as a “project” as defined in the Act.

The Loan Amount will not exceed the cost of and incidental costs related to the acquisition, construction, improvement, and financing of the Project and the issuance of the Bond by the Issuer to provide funds to make the Loan. The Project is needed by the Borrower and will not result in an unnecessary duplication of existing facilities. The Project is consistent with the orderly development and provisions of services in the area in which the Borrower is located. The Borrower will proceed with due diligence to complete the Project.

(g) Information. The Borrower shall, at the reasonable request of the Issuer, the Administrator, or the Bank, discuss the Borrower's financial matters with the Issuer, the Administrator, or the Bank and provide the Issuer, the Administrator, or the Bank with access to and copies of any documents (other than documents the confidentiality of which is protected by law or professional codes of ethics) reasonably requested by the Issuer, the Administrator, or the Bank.

(h) Maintenance and Use of Project.

(1) The Borrower will maintain the Project in good condition and make all necessary renewals, replacements, additions, betterments, and improvements thereof and thereto. However, the Borrower may sell or otherwise dispose of all or any part of the Project for fair market value if such part has become obsolete or outmoded or for other reasons is not needed by the Borrower, so long as (i) the Borrower shall deliver to the Issuer, the Administrator, and the Bank a Favorable Opinion of Bond Counsel with respect to such sale or other disposition, and (ii) the proceeds of such sale or other disposition are used by the Borrower to purchase replacements or substitutions for the Project sold or disposed of, which replacements or substitutions shall become a part of the Project, or to prepay the Loan. The Borrower represents that it does not presently intend to sell the Project.

(2) The Borrower will not use the Project or suffer or permit the Project or any portion thereof to be used for other than a governmental, public purpose by the Borrower.

(i) Agreements Requested by the Bank. The Borrower shall provide a copy of its annual budget to Bank as soon as it is approved. The Borrower shall also provide a copy of any notices received from any rating agency maintaining a rating on the Bond which announces a change in such rating.

(j) Delivery of Information. The Borrower will deliver to the Issuer, the Administrator, and the Bank as soon as available and in any event within 270 days after the end of each fiscal year, an audited statement of its financial position as of the end of such fiscal year and the related statements of revenues and expenses for such fiscal year, setting forth in each case in comparative form the figures for the previous fiscal year, all reported on by the independent auditor engaged by the Borrower on the date of this Loan Agreement or other independent certified public accountants acceptable to the Issuer, the Administrator, and the Bank and which shall include the Division of Local Government Audit, or any successor thereto, which acceptance will not be unreasonably withheld, whose report shall state that such financial statements present fairly the financial position as of the end of such fiscal year and the results of operations and changes in financial position for such fiscal year.

(k) Keeping of Records and Books of Account. The Borrower shall keep or cause to be kept proper records and books of account, in which correct and complete entries will be made in accordance with generally accepted accounting principles, consistently applied (except for changes concurred in by the Borrower's auditors) reflecting all of its financial transactions.

(l) Compliance with Laws, Etc. The Borrower shall comply with the requirements of all applicable laws, the terms of all grants, rules, regulations, and orders of any governmental authority, noncompliance with which would, singly or in the aggregate, materially adversely affect its business, properties, earnings, prospects or credit, unless the same shall be contested by it in good faith and by appropriate proceedings which shall operate to stay the enforcement thereof.

(m) Indemnity. To the extent legally permissible, the Borrower will pay, and will protect, indemnify, and save the Issuer and the Administrator, each member, officer, director, employee, and agent of the Issuer and the Administrator, and each other person, if any, who has the power directly or indirectly, to direct or cause the direction of the management and policies of the Issuer, harmless from and against, any and all liabilities, losses, damages, costs, and expenses (including reasonable attorneys' fees), suits, claims

and judgments of whatsoever kind and nature (including those in any manner directly or indirectly arising or resulting from the use or operation of the Project) in any manner directly or indirectly (in any case, whether or not by way of the Borrower, its successors and assigns, or directly or indirectly through the agents, contractors, employees, licensees, or otherwise of the Borrower or its successors and assigns) arising or resulting from, out of, or in connection with, the Bond, the Project, this Loan Agreement, or the breach or violation of any event, covenant, representations, or warranty of the Borrower set forth in this Loan Agreement or any document delivered pursuant hereto or thereto or in connection herewith or therewith.

To the extent legally permissible, the Borrower will pay, and will protect, indemnify and save the Bank, the Administrator, and the Issuer, their officers, directors, agents, and employees, and each person, if any, who controls the Bank, the Administrator, or the Issuer or any of its directors, officers, agents, or employees within the meaning of the Securities Exchange Act of 1934, as amended, harmless from and against any and all liabilities, losses, damages, costs, and expenses (including reasonable attorneys' fees), suits, claims and judgments of whatsoever nature directly or indirectly arising or resulting from, or in connection with, the breach or violation by the Borrower of any agreement, covenant, representation, or warranty of the Borrower set forth in this Loan Agreement or any document delivered pursuant hereto or thereto or in connection herewith or therewith. An indemnified person shall promptly notify the Borrower in writing of any claim or action brought against it, in respect of which indemnity may be sought against the Borrower, setting forth, to the extent reasonably practicable under the circumstances, the particulars of such claim or action, and the Borrower will promptly assume the defense thereof, including the employment of competent counsel satisfactory to such indemnified person and the payment of all expenses.

An indemnified person may employ separate counsel with respect to any such claim or action and participate in the defense thereof, but, except as provided herein, the fees and expenses of such separate counsel shall not be payable by the Borrower unless such employment has been specifically authorized by the Borrower or unless such employment was occasioned by conflicts of interest between and among indemnified persons and/or the Borrower. If the Borrower shall fail to assume the defense of any action as required hereunder, or, within a reasonable time after commencement of such action to retain counsel satisfactory to the indemnified person, the fees and expenses of counsel to such indemnified person hereunder shall be paid by the Borrower.

All amounts payable to or with respect to the Issuer under this Section shall be deemed to be fees and expenses of the Issuer for purposes of the provisions hereof dealing with the assignment of the Issuer's rights hereunder.

The provisions of this subparagraph shall survive the payment in full and termination of this Loan Agreement.

(n) Further Assurance. The Borrower shall execute and deliver to the Issuer, the Administrator, and the Bank all such documents and instruments and do all such other acts and things as may be necessary or required by the Issuer, the Administrator, and the Bank to exercise and enforce their rights under this Loan Agreement and to realize thereon, and record and file and rerecord and re-file all such documents and instruments, at such time or times, in such manner and at such place or places, all as may be necessary or required by the Issuer and the Bank to validate, preserve, and protect the position of the Issuer, the Administrator, and the Bank under this Loan Agreement.

(o) Information Reports. The Borrower covenants to provide the Issuer or the Administrator, on behalf of the Issuer, with all material information necessary to enable the Issuer to file all reports required under Section 149(e) of the Code, if any, to assure that interest paid by the Issuer on the Bond shall be excluded from gross income of the owner for federal income tax purposes.

(p) Tax Exempt Status of Bond. The Issuer and the Borrower understand that it is the intention hereof that the interest on the Bond not be included within the gross income of the owner thereof for federal income tax purposes. In furtherance thereof, the Borrower agrees that it will take all action within its control which is necessary in order for the interest on the Bond to remain excludable from gross income, as defined in Section 61 of the Code, of the owner thereof for federal income tax purposes and shall refrain from taking any action which results in such interest becoming so included.

The Borrower covenants that it will record or file or cause to be recorded or filed in such manner and in such places whatever documents as may be required by law, the Bank or the Issuer to be recorded or filed in order to protect fully the security of the owner of the Bond, and, if applicable, the tax-exempt status of such Bond, including, but not limited to, the filing of all reports as may be required from time to time pursuant to the Code.

The Borrower further covenants that it will not take any action or fail to take any action with respect to the investment of the proceeds of the Bond, with respect to the payments derived from the Bond, or with respect to the purchase of other obligations, which action or failure to act may cause the Bond to be an "arbitrage bond" within the meaning of such term as used in Section 148 of the Code.

The Borrower will file, or cause to be filed, a Form 8038-G (or successor form) with respect to the Loan in a timely manner. The Borrower has on the date hereof executed a Borrower's Tax Certificate and hereby agrees to observe all covenants contained therein.

(q) Maintenance of Existence; Merger, Consolidation, Etc. The Borrower will maintain its corporate existence, and status as a municipal corporation, as defined in the Act, except that it may dissolve or otherwise dispose of all or substantially all of its assets and may consolidate with or merge into another corporation or permit one or more corporations to consolidate with or merge into it if (i) the surviving, resulting, or transferee corporation is a municipal corporation, as defined in the Act, and, if other than the Borrower, assumes in writing all of the obligations of the Borrower hereunder; and (ii) such action does not result in any default in the performance or observance of any of the terms, covenants or agreements of the Borrower under this Loan Agreement. In addition, the Borrower will obtain (y) an opinion of Borrower's counsel that the merger or consolidation complies with this paragraph (q), and (z) a Favorable Opinion of Bond Counsel delivered to the Issuer and the Bank with respect to the merger or consolidation.

(r) Use of Proceeds. Except to the extent that the Borrower shall deliver to the Issuer, the Administrator, and the Bank a Favorable Opinion of Bond Counsel with respect to the failure of the Borrower to comply with any of the agreements on its part contained in the following paragraphs, the Borrower represents and agrees as follows with respect to the use of the Loan Amount; *provided, however*, that if the Borrower shall deliver to the Issuer, the Administrator, and the Bank a Favorable Opinion of Bond Counsel with respect to compliance with a requirement other than, different from or in addition to those set forth below, then the Borrower shall comply with such other, different or additional requirement:

(1) The Borrower will apply the Loan Amount from the Issuer solely for the financing of the Project as set forth in EXHIBIT A hereto. The Project shall be used in or in connection with the governmental purposes of the Borrower consistent with the Borrower Resolutions.

(2) None of the Loan Amount is being or will be used to refund or refinance any debt instruments, except as provided in this Loan Agreement and consistent with the terms of the Borrower Resolutions.

(3) The Borrower covenants that neither it nor any related person as contemplated by United States Treasury Regulation Section 1.148-1(b) shall, pursuant to an arrangement, formal or informal, purchase any bonds of the Issuer in an amount related to the Loan Amount delivered in connection with the transaction contemplated hereby.

(4) The Borrower will not use any of the Loan Amount in any manner that would cause the Bond to be an "arbitrage bond" within the meaning of Section 148 of the Code and will take such actions as are necessary and within its power to assure that the interest on the Bond will not be subject to inclusion in the gross income of the owner thereof for federal income tax purposes by virtue of the Bond being an "arbitrage bond".

(5) (a) No more than five percent of the Loan Amount plus investment earnings thereon will be used, directly or indirectly, in whole or in part, in any activity carried on by any person other than a state or local governmental unit.

(b) The payment of more than five percent of the principal of or the interest on the Loan Amount will not be, directly or indirectly (i) secured by any interest in (A) property used or to be used in any activity carried on by any person other than a state or local governmental unit or (B) payments in respect of such property or (ii) on a present value basis, derived from payments (whether or not by or to the Issuer) in respect of property, or borrowed money, used or to be used in any activity carried on by any person other than a state or local governmental unit.

(c) No more than five percent of the Loan Amount and investment earnings thereon will be used, directly or indirectly, to make or finance loans to any persons.

(d) No users of the Project other than state or local governmental units will use more than five percent of the Project, in the aggregate, on any basis other than the same basis as the general public; and no person other than a state or local governmental unit will be users of more than five percent of the Project, in the aggregate, as a result of (i) ownership, (ii) actual or beneficial use pursuant to a lease or a management, service, incentive payment or output contract, or (iii) any other similar arrangement, agreement or understanding, whether written or oral.

(6) The Borrower will not permit any direct or indirect guarantees of the Loan if any person obligated on such guarantee is an "insider" as defined in Section 101 of the United States Bankruptcy Code.

(7) The Borrower will apply the Loan Amount solely for the financing of or to reimburse itself for the Cost of the Project. The Borrower shall, as quickly as reasonably possible, and with due diligence, spend the Loan Amount for the cost of acquiring, constructing, improving, or financing such Project.

ARTICLE IV

LOAN TO BORROWER; AMOUNTS PAYABLE; GENERAL AGREEMENTS

Section 4.01. The Loan. In order to provide funds for the purpose of financing the Costs of the Project and to pay the costs of issuance in connection with the Bond and the loan of the proceeds thereof to the Borrower, the Bank, upon the closing of the Loan, will commit to fund the Loan Commitment Amount, which shall be deposited from time to time in a Project Fund established by the Borrower, in amounts corresponding to each Drawing.

The Bank, as the purchaser of the Bond, shall make the Loan to the Borrower from time to time by disbursing amounts to the Borrower upon receipt of a requisition substantially in the form of EXHIBIT E hereto and meeting the requirements of Sections 4.04 and 4.06 hereof; *provided, however*, no disbursement shall be made if a Loan Default has occurred and is continuing under this Loan Agreement. The proceeds of the Loan shall be used strictly in accordance with Section 3.02(r).

Section 4.02. Sufficiency of Loan Amounts. None of the Issuer, the Administrator, or the Bank warrants or represents in any way that the Loan Amount will be sufficient to finance the entire Cost of the Project.

Section 4.03. Commencement of Loan Agreement Term. The Borrower's obligations under this Loan Agreement shall commence on the date of this Loan Agreement and shall continue until each Scheduled Put Option Date and until the payment of the principal, interest, and fees, if any, on the Loan are fully paid.

Section 4.04. Loan Closing Submissions. At the Closing for the Loan, the Borrower will provide to the Issuer, the Administrator, and Bank the following documentation:

(a) Resolution of the Borrower and evidence satisfactory to Bond Counsel that any provisions found in Title 9, Chapter 21 of Tennessee Code Annotated, as amended, have been complied with which are necessary for the Borrower to incur indebtedness pursuant to this Loan Agreement.

(b) Resolution of the Borrower authorizing the Loan and the execution and delivery of the Loan Agreement and related documents, a copy of which is attached hereto as EXHIBIT C;

(c) An opinion of the Borrower's Counsel addressed to the Issuer, the Administrator, Bond Counsel, and the Bank, a copy of which is attached hereto as EXHIBIT D;

(d) A letter from the Bank or other evidence satisfactory to the Issuer and the Administrator attached hereto as EXHIBIT F to the effect that the Bank has approved the Loan;

(e) Evidence of approval attached hereto as EXHIBIT G from the Director of State and Local Finance;

(f) An opinion or opinions addressed to, and in form and substance acceptable to, the Issuer, the Administrator, and the Bank of Bond Counsel to the effect that such financing with Loan proceeds is permitted under the Act and the Borrower Resolutions authorizing this Loan Agreement and will not cause the interest on the Bond to be included in gross income of the owner thereof for federal income tax purposes or adversely affect the validity, due authorization for or legality of the Bond;

(g) An executed Borrower's Tax Certificate attached hereto as EXHIBIT H; and,

(h) Such other certificates, documents, and information as the Issuer, the Administrator, the Bank, and Bond Counsel may require.

All opinions and certificates shall be dated the date of the Closing.

Section 4.05. Evidence of Loan. The Borrower's obligation to repay the Loan Amount together with interest thereon, and other payments required under this Loan Agreement, shall be evidenced by this Loan Agreement.

Section 4.06. Disbursement of Funds from Project Fund. The Borrower shall establish a special fund to be known as the "City of Spring Hill Loan Project Fund," or such other designation as the Mayor shall determine (the "Project Fund"). From the date of Closing for a maximum period of forty-eight (48) months, Loan proceeds shall be disbursed to the Borrower, from time to time, upon submission to the Bank and the Administrator of requisitions by an Authorized Officer of the Borrower substantially in the form attached hereto as EXHIBIT E demonstrating that Costs of the Project have been paid by the Borrower or are due and payable by the Borrower (each a "Drawing"); provided, however, if all of the Loan proceeds have not been drawn at the end of the forty-eight month period, such undrawn funds shall be disbursed to the Borrower. The Borrower shall also provide such other certificates, documents, and information related to the Project or the Loan as the Bank, the Administrator, or the Issuer may require.

Upon completion of the Project, the Borrower shall give notice to the Administrator and the Bank in writing stating that such Project has been completed and that no additional funds will be requested from the Project Fund.

Section 4.07. Designee of Issuer for Loan Repayments. The Borrower shall make Loan Repayments, as provided herein, in lawful money of the United States of America directly to the Bank, as the Issuer's designee for receipt of such Loan payments hereunder. Each such Loan Repayment shall be made by the Borrower by wire transfer of immediately available funds directly to the Bank, as the designee of the Issuer.

Section 4.08. Loan Repayments; Term of Loan. (a) The Loan Amount shall be repaid in installments, consisting of (i) annual principal repayments payable in such amounts on the Loan Repayment Dates as set forth on the Repayment Exhibit attached hereto; and (ii) semiannual interest payments on the Outstanding Loan Amount. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each.

At the earlier of (i) such time as the Loan Commitment Amount has been fully drawn, (ii) the Borrower has notified the Bank and the Administrator that the Project is complete, or (iii) thirty-six months from the date of Closing, a final debt service schedule shall be prepared with the interest amounts due to the next Scheduled Put Option Date, with such new Repayment Exhibit being substituted for the Repayment Exhibit attached hereto.

The interest portion of the Loan Repayments shall be due semiannually on each Loan Repayment Date commencing on August 1, 2020. After the first of the month immediately preceding the first Loan Repayment and each six months thereafter, the Bank will bill the City for the interest due during such six month period based on the Outstanding Loan Amount as of the first day of each month. The Bank will furnish the invoice to the Borrower and the Administrator at least fifteen (15) days prior to the payment date.

All Loan Repayments shall be due as set forth above unless the Loan is prepaid in whole or in part prior to its maturity.

Loan Repayments shall be applied as follows: (i) first, to pay the interest portion of Loan Repayments, and (ii) second, to pay the principal portion of the Loan Repayments.

The Bank, at its sole option, may (i) extend the Scheduled Put Option Date for purposes of this Loan Agreement for an additional term of seven (7) years or (ii) put the Bond to the Issuer for purchase on such Scheduled Put Option Date; provided, however, unless on or before one hundred eighty (180) days prior to the Scheduled Put Option Date, the Bank shall have notified the Issuer, the Borrower, and the Administrator, in writing, that it intends to put the Bond to the Issuer for purchase on the next Scheduled Put Option Date, then the Bank shall be obligated to extend the Scheduled Put Option Date for an additional seven (7) year term from the then stated Scheduled Put Option Date.

If the Bank elects (or is deemed to have elected) to extend the Scheduled Put Option Date, its obligation to do so shall nevertheless be conditioned on the following:

- (a) That no Loan Default hereunder exists on the Scheduled Put Option Date; and,
- (b) That the Bank shall have received a Favorable Opinion of Bond Counsel on the Scheduled Put Option Date.

The Board of the City understands and is aware it may be required to either pay in full or refund the outstanding debt evidenced by the Loan Agreement in the event the Bank exercises its Put Option on the Scheduled Put Option Date. The Board has by its Loan Resolution found that it is aware of the risks and benefits associated with the debt evidenced by the Loan Agreement and the Put Option and that the repayment structure of the debt evidenced by the Loan Agreement (including the Put Option) is in the public interest of the City.

The Board hereby agrees that it is willing to pay additional issuance costs associated with the refunding of the Loan and related Bond in the event the Put Option is exercised by the Bank. In the event that the Put Option is exercised by the Bank, and the City is unable to pay the Loan amount in full on such date and no subsequent holder can be determined, the Board commits to refund the Loan in the following manner:

- (x) the Board shall submit a plan of refunding to the Comptroller or Comptroller's designee;**
- (y) the final maturity of the refunding debt obligation will not extend beyond the final maturity of the original Loan Agreement; and,**
- (z) the debt service structure of the refunding debt obligation will be substantially similar to or more declining than the debt structure of the original Loan Agreement.**

Further, if the Bank elects to extend the Scheduled Put Option Date, it may at its sole option, elect to change the Loan Rate on the Bond and the Loan by notice delivered to the Issuer, the Borrower, and the Administrator not less than one hundred eighty (180) days prior to the Scheduled Put Option Date, of the new Loan Rate for the next seven (7) years of the Loan. If the Borrower agrees to the new Loan Rate, the Bank will cause to be provided to the Borrower an amended Repayment Exhibit showing the debt service schedule of Loan Repayments with the revised interest payments and Loan Rate for the next seven (7) years; provided, however, that the principal payments due on each principal payment date shall not be revised due to any rate adjustment.

Section 4.09. Unconditional Obligation to Pay Loan Repayments. The obligation of the Borrower to make payment of Loan Repayments or any other amounts required by this Article IV and other Sections hereof, and to perform and observe the other covenants and agreements contained herein, shall be absolute and unconditional in all events except as otherwise expressly provided in this Loan Agreement. Notwithstanding any dispute between the Borrower and the Issuer, the Bank, or any other person, the Borrower shall make all payments of Loan Repayments when due and shall not withhold any Loan Repayments pending final resolution of such dispute, nor shall the Borrower assert any right of setoff or counterclaim against its obligation to make such payments required under this Loan Agreement.

The Borrower's obligation to pay rebate liability, if any, shall survive payment of the Loan and termination of this Loan Agreement. The Issuer and the Borrower agree that the Borrower shall bear all risk of damage or destruction in whole or in part to the Project or any part thereof, including without limitation any loss, complete or partial, or interruption in the use, occupancy or operation of the Project, or any manner or thing which for any reason interferes with, prevents or renders burdensome the use or occupancy of the Project or the compliance by the Borrower with any of the terms of this Loan Agreement. Notwithstanding the foregoing, this Section 4.09 shall not limit the rights of the Borrower to recover amounts owing to it, except as specifically set forth herein.

Section 4.10. Optional Prepayment. (a) With at least forty-five (45) days calendar days written notice signed by an Authorized Officer of the Borrower given by certified or registered mail to the Bank, the Issuer, and the Administrator, the Loan Repayments, in whole or in part, can be prepaid at the option of the Borrower on any Scheduled Put Option Date, so long as the Borrower is not in default under any of the provisions hereunder;

(b) The Loan Repayments may not be prepaid in whole during the term of the Loan except as set forth in (a) above; provided, however, that with the written approval of the Bank after notification in writing given by the Borrower to the Issuer, the Bank, and the Administrator at least ninety (90) days prior to such prepayment, of its intent to prepay, the Borrower may prepay the Loan Repayments in whole at the price of 101% of the principal amount to be prepaid, plus accrued interest to the date of prepayment. Notwithstanding the above, the Borrower may make additional payments of principal upon thirty (30) days' written notice to the Administrator and the Bank; provided, however, that such additional payments of principal must be paid from Borrower funds, not borrowed funds, and no more than twenty percent (20%) of the Outstanding Loan Amount may be prepaid in any one twelve (12) month period.

Section 4.11. Arbitrage Certification. The Borrower recognizes that the purchaser of the Bond will have accepted it on, and paid therefor a price that reflects, the understanding that interest thereon is excludable from gross income for purposes of federal income taxation under laws in force on the date of delivery of the Bond. In this connection, the Borrower agrees that it shall take no action which may cause the interest on said Bond to be included in gross income for federal income taxation. It is the reasonable expectation of the Board of the Borrower that the proceeds of the Bond will not be used in a manner which will cause the Bond to be an "arbitrage bond" within the meaning of Section 148 of the Code, and to this end the said proceeds of the Bond and other related funds established for the purposes herein set out shall be used and spent expeditiously for the purposes described herein. The Board further covenants and represents that in the event it shall be required by Section 148(f) of the Code to pay any investment proceeds of the Bond to the United States Government, it will make such payments as and when required by said Section 148(f) and will take such other actions as shall be necessary or permitted to prevent the interest on the Bond from becoming taxable. The Mayor and the City Recorder, or either of them, are authorized and directed to make such certifications in this regard in connection with the sale of the Bond as either or both shall deem appropriate, and such certifications shall constitute a representation and certification of the City.

ARTICLE V

SOURCE OF PAYMENT

Section 5.01. Source of Payment. The Loan shall be payable from any and all funds of the City legally available therefor, including, but not necessarily limited to, ad valorem taxes to be levied for such purpose on all taxable property within the City. For the punctual payment of said principal of, premium, if any, and interest on, the Loan Agreement, the full faith and credit of the City has been irrevocably pledged. The Loan is a general obligation of the City, consistent with Tennessee law.

Section 5.02. Levy of Tax. The Borrower, through its Board to the extent necessary, shall annually levy and collect a tax upon all taxable property within the City, in addition to all other taxes authorized by law, sufficient to pay principal and interest on the Loan when due.

ARTICLE VI

LOAN DEFAULTS AND REMEDIES

Section 6.01. Loan Defaults. If any of the following events occurs, it is hereby defined as and declared to be and to constitute a "Loan Default":

(a) failure by the Borrower to pay any payment obligation required to be paid hereunder when due, which failure shall continue a period of five Business Days;

(b) failure by the Borrower to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Loan Agreement, other than as referred to in paragraph (a) or (c) through (f) of this Section, which failure shall continue for a period of thirty (30) calendar days after written notice, specifying such failure and requesting that it be remedied, is given to the Borrower by Issuer or the Bank, unless the Issuer and the Bank shall agree in writing to an extension of such time prior to its expiration; provided, however, that if the failure stated in such notice is correctable but cannot be corrected within the applicable period the Issuer and the Bank may not unreasonably withhold their consent to an extension of such time up to thirty (30) calendar days from the delivery of the written notice referred to above if corrective action is instituted by the Borrower in the applicable period and diligently pursued until the Loan Default is corrected;

(c) any representation made by or on behalf of the Borrower contained in this Loan Agreement, or in any instrument furnished in compliance with or with reference to this Loan Agreement or the Loan, is false or misleading in any material respect on the date on which such representation is made;

(d) a petition is filed by or against the Borrower under any federal or state bankruptcy or insolvency law or other similar law in effect on the date of this Loan Agreement or thereafter enacted, unless in the case of any such petition filed against the Borrower such petition shall be dismissed within thirty (30) calendar days after such filing and such dismissal shall be final and not subject to appeal; or the Borrower shall become insolvent or bankrupt or make an assignment for the benefit of its creditors; or a custodian (including, without limitation, a receiver, liquidator or trustee) of the Borrower or any of its property shall be appointed by court order or take possession of the Borrower or its property if such order remains in effect or such possession continues for more than thirty (30) calendar days;

(e) the Borrower shall generally fail to pay its debts as such debts become due; and,

(f) any material provision of this Loan Agreement shall at any time for any reason cease to be valid and binding on the Borrower, or shall be declared to be null and void, or the validity or enforceability

of any thereof shall be contested by the Borrower or any governmental agency or authority (other than the Issuer), or if the Borrower shall deny any further liability or obligation under this Loan Agreement.

Section 6.02. Notice of Default. The Borrower shall give the Bank, the Administrator, and the Issuer prompt telephonic notice of the occurrence of any event referred to in Section 6.01 (d) or (e) hereof and of the occurrence of any other event or condition that constitutes a Default or a Loan Default at such time as any Authorized Officer of the Borrower becomes aware of the existence thereof.

Section 6.03. Remedies on Default. Whenever a Loan Default referred to in Section 6.01 shall have happened and be continuing, the Bank shall have the right to take any action permitted or required pursuant to this Loan Agreement and the Bond Purchase Agreement and to take one or more of the following remedial steps:

(a) declare all Loan Repayments and all other amounts due hereunder to be immediately due and payable, and upon notice to the Borrower the same shall become immediately due and payable by the Borrower without further notice or demand; and,

(b) take whatever other action at law or in equity may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce the performance and observance of any obligation, agreement or covenant of the Borrower hereunder.

In addition, if a Loan Default referred to in Section 6.01(d) or (e) shall have occurred, the Issuer shall, with notice to the Administrator and with the consent of the Bank, declare all Loan Repayments and all other amounts due hereunder to be immediately due and payable, and upon notice to the Borrower the same shall become due and payable without further notice or demand.

Section 6.04. Attorney's Fees and Other Expenses. The Borrower shall on demand pay to the Issuer, the Administrator, or the Bank the reasonable fees and expenses of attorneys and other reasonable expenses including, without limitation, the reasonably allocated costs of in-house counsel and legal staff incurred by any of them in collection of Loan Repayments or any other sum due hereunder or in the enforcement of performance of any other obligations of the Borrower upon a Loan Default.

Section 6.05. Applications of Moneys. Any moneys collected by the Issuer, the Administrator, or the Bank pursuant to Section 6.03 hereof shall be applied in the same manner as Loan Repayments are applied pursuant to Section 4.08 hereof. Any moneys remaining shall be paid as owed, first to the Bank and then credited to Loan Repayments of the Borrower.

Section 6.06. No Remedy Exclusive; Waiver; Notice. No remedy herein conferred upon or reserved to the Issuer or the Bank is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Loan Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right, remedy or power accruing upon any Default or Loan Default shall impair any such right, remedy or power or shall be construed to be a waiver thereof, but any such right, remedy or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Issuer or the Bank to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be required in this Article VI.

Section 6.07. Retention of the Issuer's Rights. Notwithstanding any assignment or transfer of this Loan Agreement, or part thereof, pursuant to the provisions hereof or anything else to the contrary contained herein, the Issuer shall have the right upon the occurrence of a Loan Default to take any action, including, without limitation, bringing an action against the Borrower at law or in equity, as the Issuer may, in its discretion, deem necessary to enforce the obligations of the Borrower to the Issuer pursuant to Section 6.04 hereof.

ARTICLE VII

TITLE TO PROJECT

Title to the Project will initially be in the Borrower. Provided the Borrower shall obtain a Favorable Opinion of Bond Counsel, the Borrower shall have the right to convey the Project to any other persons, subject to the limitations, if any, contained in other provisions of this Loan Agreement and the Borrower's Tax Certificate. Upon, and as a condition to, any such conveyance not permitted hereby, the Borrower shall prepay the Outstanding Loan Amount immediately upon demand of the Issuer or the Bank.

ARTICLE VIII

DISCLAIMER OF WARRANTIES; VENDOR'S WARRANTIES; INDEMNIFICATION

Section 8.01. Disclaimer of Warranties. Neither the Issuer, the Administrator, nor the Bank makes any warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness of the use of the Project or any portion thereof or any warranty with respect thereto. In no event shall the Issuer or the Bank be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Loan Agreement or the existence, furnishing, functioning or the Borrower's use of the Project or any item or products or services provided in this Loan Agreement.

Section 8.02. Warranties. The Borrower's sole remedy for the breach of any warranty, right of indemnification or representation relating to the Project or any part thereof shall be against the vendors or manufacturers of the Project and not against the Issuer or the Bank nor shall such matter have any effect whatsoever on the rights and obligations of the Borrower or the Issuer with respect to this Loan Agreement. The Borrower expressly acknowledges that neither the Issuer nor the Bank makes, or has made, any representation or warranty whatsoever as to the existence or availability of any such warranties of such vendors or manufacturers.

Section 8.03. Indemnity and Hold Harmless Provisions. To the extent legally permissible, the Borrower hereby releases the Issuer, the Administrator, and the Bank and their respective members, agents, employees, attorneys, and consultants from, agrees that the Issuer, the Administrator, and the Bank and their respective members, agents, employees, attorneys, and consultants shall not be liable for, and agrees to reimburse and indemnify and hold the Issuer, the Administrator, and the Bank, and their respective members, agents, employees, attorneys, and consultants harmless from and against, any and all: (1) liability for loss to the Project (or any injury to or death of any and all Persons that may be occasioned by any cause whatsoever pertaining to Project or arising by reason of or in connection with the acquisition, installation, maintenance, checkout, or use of or failure to use the Project); (2) liability arising from, or expense incurred by the Issuer and the Bank by reason of, the Loan or this Loan Agreement and all causes of action and attorneys' fees and any other expense incurred in defending any suits or actions which may arise as a result of any of the foregoing; and, (3) all costs and expenses of the Issuer and the Bank and their respective officers, directors, employees, agents, and attorneys incurred as a result of carrying out their obligations under this Loan Agreement; provided, however, the provisions of this Section 8.03 shall survive the termination of this Loan Agreement.

Section 8.04. Reimbursement of Issuer, Administrator, and Bank. Notwithstanding that it is the intention of the parties hereto, other than herein expressly provided, that the Issuer, the Administrator, or the Bank shall not incur any pecuniary liability by reason of this Loan Agreement or the Loan, or by reason of any actions, documents, statutes, ordinances, or regulations pertaining to the foregoing, the Borrower hereby agrees to promptly pay any and all costs and expenses (including attorneys' fees), as such costs and expenses

accrue, which may be incurred by, or judgments which may be rendered against, the Issuer, the Administrator, or the Bank or any of their respective officers, employees, or agents, at any time or times during, or subsequent to, the term of the Loan: (1) in enforcing any of the terms, covenants, conditions, or provisions of this Loan Agreement or any other document herein contemplated; (2) in taking any action as a result of the occurrence of any Loan Default; or, (3) in defending any action, suit, or proceeding brought against the Issuer or the Bank or any of their respective officers, employees or agents, as a result of the violation by the Borrower of, or failure by the Borrower to comply with, any present or future federal, State or municipal law, ordinance, regulation, or order, or as a result of any alleged failure, neglect, misfeasance, malfeasance or default on the part of the Borrower, or any of the employees, servants, agents, or independent contractors of the Borrower in connection with, arising from, or growing out of, this Loan Agreement or the Loan or the Project, or any activities conducted with, or any use of or failure to use, the Project, or any action pertaining to, or connected with, any of the foregoing.

ARTICLE IX

MISCELLANEOUS

Section 9.01. Notices. All notices, certificates, or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or mailed by certified mail, postage prepaid, to the Issuer, the Bank, the Administrator, and the Borrower at the following addresses:

- (a) Issuer:
The Public Building Authority of the City
of Clarksville, Tennessee
c/o Runyon & Runyon
301 Main Street
Clarksville, Tennessee 37040

With a copy to:
Tennessee Municipal Bond Fund
226 Anne Dallas Dudley Boulevard, Suite 502
Nashville, Tennessee 37219
Attention: President/CEO
- (b) Administrator:
Tennessee Municipal Bond Fund
226 Anne Dallas Dudley Boulevard, Suite 502
Nashville, Tennessee 37219
Attention: President/CEO
- (c) Bank:
First Horizon Bank
511 Union Street, 4th Floor
Nashville, Tennessee 37219
Attention: W.A. Stringer
- (d) Borrower:
City of Spring Hill, Tennessee
199 Town Center Parkway
Spring Hill, Tennessee 37174
Attention: Mayor

Any of the foregoing parties may designate any further or different addresses to which subsequent notices, certificate or other communications shall be sent, by notice in writing given to the others.

Section 9.02. Binding Effect. This Loan Agreement shall inure to the benefit of and shall be binding upon the Issuer, the Administrator, the Bank, and the Borrower and their respective successors and assigns.

Section 9.03. Severability. In the event any provision of this Loan Agreement shall be held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof.

Section 9.04. Amendments, Changes and Modifications. In order to induce the Bank to purchase the Bond, the Issuer and the Borrower hereby agree that they will not, without the prior written approval of the Bank, enter into any amendment, change, or modification of this Loan Agreement.

Section 9.05. Execution in Counterparts. This Loan Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 9.06. Applicable Law. This Loan Agreement shall be governed by and construed in accordance with the laws of the State.

Section 9.07. Consent and Approvals. Whenever the written consent or approval of the Issuer shall be required under the provisions of this Loan Agreement, such consent or approval may only be given by the Issuer unless otherwise provided by law or by rules, regulations or resolutions of the Issuer or unless expressly delegated to the Bank.

Section 9.08. Captions. The captions or headings in this Loan Agreement are for convenience only and shall not in any way define, limit or describe the scope or intent of any provisions or sections of this Loan Agreement.

Section 9.09. Benefits of Loan Agreement. This Loan Agreement is executed, among other reasons, to induce the purchase of the Bond by the Bank pursuant to the Bond Purchase Agreement. Accordingly, all covenants, representations, and agreements of the Borrower herein contained are hereby declared to be for the benefit of the Issuer, the Administrator, and the Bank. The Borrower covenants and agrees to comply with, and to enable the Issuer to comply with, all covenants and requirements contained in the Bond Purchase Agreement and the Issuer's Tax Certificate.

Section 9.10. Refunding Bonds. In the event the Bond is refunded, all references in this Loan Agreement to the Bond shall be deemed to refer to the refunding bonds.

Section 9.11. Further Assurances. The Borrower shall, at the request of the Bank, the Administrator, or the Issuer, execute, acknowledge, and deliver such further resolutions, conveyances, transfers, assurances, financing statements, and other instruments as may be necessary or desirable for better assuring, conveying, granting, assigning, and confirming the rights, security interests and agreements granted or intended to be granted by this Loan Agreement.

IN WITNESS WHEREOF, the Issuer, the Borrower, and the Bank have caused this Loan Agreement to be executed and delivered, as of the execution date set forth on EXHIBIT A hereto.

THE PUBLIC BUILDING AUTHORITY OF THE
CITY OF CLARKSVILLE, TENNESSEE

By: _____
Chairman

ATTEST:

By: _____
Secretary

CITY OF SPRING HILL TENNESSEE

By: _____
Mayor

ATTEST:

By: _____
City Recorder

FIRST HORIZON TE1, LLC.
By: First Horizon Bank, as attorney in fact

By: _____
Senior Vice President

Acknowledged by:

TENNESSEE MUNICIPAL BOND FUND

By: _____
President

Exhibit A

Description of the Loan

- (1) Execution Date of this Loan Agreement: March __, 2020
- (2) Name and Address of Borrower:

City of Spring Hill, Tennessee
199 Town Center Parkway
P. O. Box 789
Spring Hill, Tennessee 37174
Attention: City Administrator
Phone: 931-486-2252
Fax: 931-486-0516
Email: vlay@springhilltn.org

Billing Contact:

City of Spring Hill, Tennessee
199 Town Center Parkway
P. O. Box 789
Spring Hill, Tennessee 37174
Attention: Finance Director
Phone: 931-486-2252
Fax: 931-486-0516
Email: ttravis@springhilltn.org

- (3) Loan Amount: \$25,000,000
- (4) Estimated Completion Date: March, 2024
- (5) Loan Term: 20 years (subject to the provisions of Section 4.08 hereof)
- (6) Description of the Project:

a portion of the costs of roadway infrastructure construction and improvements within the City, the acquisition of all other property real and personal appurtenant thereto and connected with such work, and to pay all legal, fiscal, administrative, planning, and engineering costs incident thereto, and to pay costs incident to the issuance of the Bond and the loan of the proceeds thereof to the City

Exhibit B

Debt Service Schedule

DRAFT

Exhibit C

Copy of Borrower Loan Resolution

DRAFT

Exhibit D

Copy of Opinion of Counsel to the Borrower

DRAFT

Exhibit E

Form of Request for Disbursement

\$25,000,000

**The Public Building Authority of the City of Clarksville, Tennessee
Local Government Loan Program Bond, Series 2020
(City of Spring Hill Loan)**

Request No. _____

The undersigned, duly Authorized Officers of the **City of Spring Hill, Tennessee** (the "Borrower"), submit this Request for Disbursement and certify as set forth below on behalf of the Borrower, pursuant to Section 4.06 of that certain Loan Agreement, by and among The Public Building Authority of the City of Clarksville, Tennessee, First Horizon TE1, LLC, a subsidiary of First Horizon Bank, Nashville, Tennessee (the "Bank"), and the Borrower, dated as of **March __, 2020**, in the amount of **\$25,000,000** (the "Loan Agreement"), such loan being made from the proceeds of that certain **Local Government Loan Program Bond, Series 2020 (City of Spring Hill Loan)**, as follows:

1. \$_____ has been paid by the Borrower or is due and owing with respect to the Project. The names of the persons, firms or corporations to whom payment is due, a brief description of the services performed and/or materials provided by each and the amount paid or due all of which are listed on the attached Schedule, which amounts total the amount requested herein.
2. This request has not been the subject of a previous Request for Disbursement.
3. The subject of this request is a proper Cost of the Project, as described in the Loan Agreement.
4. The amount requested should be wired to:

Bank: _____

Account Number: _____

Account Name: _____

ABA Number: _____

We understand that this Request for Disbursement must be emailed or faxed to the undersigned by the 25th day of the month, followed by mail, in order to receive such disbursement on the first day of the following month. We also understand that we must call 615-734-6516 or 615-255-1561 to confirm receipt of such email or fax.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and affixed the corporate seal of the Borrower, this _____ day of _____, _____.

CITY OF SPRING HILL, TENNESSEE

By: _____
Mayor

Attest:

By: _____
City Recorder

This Request for Disbursement should be submitted to:

First Horizon Bank
511 Union Street
Fourth Floor
Nashville, Tennessee 37219
Attention: Pete Stringer
Phone Number: 615-734-6516
Fax Number: 615-734-6148
Email: wastringer@firsthorizon.com

and

Tennessee Municipal Bond Fund
226 Anne Dallas Dudley Boulevard, Suite 502
Nashville, Tennessee 37219
Attention: Wade Morrell
Phone Number: 615-255-1561
Fax Number: 615-255-7428
Email: wmorrell@tmbf.net

SCHEDULE TO REQUEST FOR DISBURSEMENT

The names of the persons, firms or corporations to whom payment is due, a brief description of the services performed and/or materials provided by each and the amount paid or due each are listed as follows (Copies of invoices will be provided upon request of the Administrator):

Person, Firm or Corporation
to whom payment is Due:

Amount Paid or Due:

Description of services
performed or materials
provided:

DRAFT

Exhibit F
Approval of Bank

DRAFT

Exhibit G

Approval of Director of State and Local Finance

DRAFT

Exhibit H

Borrower's Tax Certificate

DRAFT

BORROWER'S TAX CERTIFICATE

The undersigned, being the duly elected and qualified Mayor of City of Spring Hill, Tennessee (the "Borrower"), hereby certifies with respect to the Borrower's obligations evidenced by that certain Loan Agreement (the "Loan Agreement"), by and among the Borrower, The Public Building Authority of the City of Clarksville, Tennessee (the "Issuer"), and First Horizon TE1, LLC, a subsidiary of First Horizon Bank, Nashville, Tennessee (the "Bank"), dated the date hereof, in the original principal amount of \$25,000,000 (the "Loan"), as follows:

A. General.

1. I, along with other officers of the Borrower, am charged with the responsibility for issuing the Loan.

2. This certificate is made pursuant to Sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended to the date hereof (the "Code"), and Treasury Regulations Sections 1.148-0 through 1.148-11, 1.149(b)-1, 1.149(g)-1, 1.150-1, and 1.150-2 (the "Regulations").

3. This certificate is based on the facts and estimates described herein in existence on this date, which is the date of delivery of the Loan to the Issuer and deposit of amounts to a Project Fund for the Borrower; and, on the basis of such facts and estimates, the Borrower expects that the future events described herein will occur. To the best of the knowledge and belief of the undersigned, the expectations set forth herein are reasonable.

4. A capitalized term used and not otherwise defined herein has the meaning ascribed to such term in the Loan Agreement.

B. Purpose and Size.

1. The Loan is being issued pursuant to the Loan Agreement to finance a portion of the costs of roadway infrastructure construction and improvements within the City, the acquisition of all other property real and personal appurtenant thereto and connected with such work, and to pay all legal, fiscal, administrative, planning, and engineering costs incident thereto, and to pay costs incident to the issuance of the Bond and the loan of the proceeds thereof to the City, as more fully described in the Loan Agreement (the "Project"), and to pay costs of issuance and administration of the Issuer's obligations issued to finance the Loan. The amounts received from sale of the Loan, when added to amounts expected to be received from the investment of such proceeds, do not exceed the amounts which will be required to pay the costs of the Project and the costs of issuing and administering the Issuer's obligations issued to finance the Loan.

2. The Project will be owned, operated, and maintained by the Borrower, and the Borrower has not contracted in any manner with any company, firm or other person or entity to operate or maintain the Project or any part thereof, for and on behalf of the Borrower. The Borrower does not expect to enter into any contract for the operation, maintenance, or management of the Project or any part thereof.

3. There is not, and as of the date hereof the Borrower does not anticipate entering into, any lease, contract or other understanding or arrangement, such as a take-or-pay contract or output contract, with any person other than a state or local governmental unit, pursuant to which the Borrower expects that proceeds of the Loan, or the Project financed therewith or any part thereof, will be used in the trade or business of such person (including all activities of such persons who are not individuals).

4. The term of the Loan is not longer than is reasonably necessary for the governmental purposes of this Loan. The average maturity of the Loan is not more than 120% of the reasonably expected useful life of the assets financed by the Loan.

5. No receipts from the sale of the Loan or amounts received from the investment thereof will be used to pay the principal of or interest on any issue of obligations of the Borrower other than the Loan.

6. No other obligations of the Borrower payable from the same source of funds were sold or delivered within 15 days before or after the date hereof.

C. Temporary Periods and Time for Expenditures.

1. The Borrower has previously entered or, within six months from the date hereof, will enter into binding obligations for the acquisition and construction of the Project which require the Borrower to expend at least 5% of the net sale proceeds of the Loan for the Project.

2. The Borrower will pursue the Project with due diligence until completed.

3. The Borrower expects that, after paying costs of issuing the Loan, all remaining proceeds of the Loan, including all income from the investment of proceeds of the sale of the Loan, will be expended to pay costs of the Project within three years after the date hereof.

D. Payment of Loan and Rebate.

1. There shall be levied and collected in the same manner as other ad valorem taxes on all taxable property within the City, a tax sufficient to pay when due the amounts payable under the Loan Agreement, as and when they become due, and to pay any expenses of maintaining and operating the Project required to be paid by the Borrower under the terms and provisions of the Loan Agreement. For the prompt payment of the Loan Agreement, both principal and interest, as the same shall become due, the full faith and credit of the Borrower have been irrevocably pledged.

2. Except as described herein, no funds of the Borrower have been pledged to payment of the principal of or interest on the Loan or otherwise restricted so as to give reasonable assurance of the availability of such funds for such purpose.

3. The Borrower has covenanted in the Loan Agreement that it will account separately for the proceeds of the Loan, that it will calculate the earnings on all nonpurpose investments, as such term is defined in the Regulations (the "Nonpurpose Investments"), allocated to proceeds of the Loan, and that it will make payments to the United States Treasury of any "rebtable arbitrage" as a result of such investments at least every five years and at the maturity of the Loan, together with any reports as the Secretary of the Treasury shall prescribe, as may be required by Section 148(f) of the Code.

E. No Artifice or Device.

1. In connection with the issuance of the Loan, the Borrower has not
 - (a) employed any abusive arbitrage device, or
 - (b) over-burdened the market for tax-exempt obligations.

F. Loan Not Hedge Bonds.

1. The Borrower expects to expend within three years from the date hereof, in addition to the costs of issuance of the Loan, an amount of proceeds of the Loan equal to not less than 85% of the net sale proceeds of the Loan.

2. No proceeds of the Loan have been invested in investments which have a substantially guaranteed yield for four years or more.

G. Reimbursement Obligations and Reimbursement Allocation.

1. None of the proceeds of the Loan or investment earnings thereon will be used to reimburse the Borrower for any costs of the Project.

Dated this _____ day of March, 2020

CITY OF SPRING HILL, TENNESSEE

By: _____
MAYOR