

May 27, 2016

City Council
Crossville, Tennessee

Re: Issuance of Not to Exceed \$890,000 Water and Sewer Revenue Bonds to the United States Department of Agriculture (“USDA”)

Ladies and Gentlemen:

The purpose of this engagement letter is to set forth certain matters concerning the services we will perform as bond counsel to the City of Crossville (the “Issuer”), in connection with the issuance of the above-referenced bond (the “Bond”). We understand that the Bond will be issued for the purpose of providing funds necessary to finance water and sewer system improvements and extensions and to pay the costs incident to the sale and issuance of the Bond. We also understand that the Issuer may issue bond anticipation notes (“Notes”) to fund project costs incurred prior to the issuance of the Bond.

As bond counsel, we expect to perform the following duties:

1. Subject to the completion of proceedings to our satisfaction, render our legal opinion (the “Bond Opinion”) regarding the validity and binding effect of the Notes and the Bond, the source of payment and security for the Notes and the Bond, and the excludability of interest on the Notes and the Bond from gross income for federal income tax purposes, if applicable.
2. Prepare and review documents necessary or appropriate for the authorization, issuance and delivery of the Notes and the Bond, coordinate the authorization and execution of such documents, and review enabling legislation.
3. Assist the Issuer in seeking from other governmental authorities such approvals, permissions and exemptions as we determine are necessary or appropriate in connection with the authorization, issuance, and delivery of the Notes and the Bond.
4. Review legal issues relating to the structure of the Notes and the Bond.

Our Bond Opinion will be addressed to the Issuer and the purchaser of the Notes or USDA, as applicable, and will be delivered by us on the dates that the Notes and the Bond are exchanged for their respective purchase prices (each, a “Closing”).

The Bond Opinion will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Issuer with applicable laws relating to the Notes and the Bond. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Notes and the Bond and their security.

Our duties in this engagement are limited to those expressly set forth above. Among other things, our duties do not include:

- a. Preparing requests for tax rulings from the Internal Revenue Service.
- b. Drafting state constitutional or legislative amendments.
- c. Pursuing test cases or other litigation (such as contested validation proceedings), except as set forth above.
- d. Making an investigation or expressing any view as to the creditworthiness of the Issuer or the Notes and the Bond.
- e. Except for defending our Bond Opinion, representing the Issuer in Internal Revenue Service examinations or inquiries.
- f. After Closing, providing continuing advice to the Issuer or any other party concerning any actions necessary to assure that interest paid on the Notes and the Bond will continue to be excludable from gross income for federal income tax purposes (e.g., our engagement does not include rebate calculations for the Notes and the Bond).
- g. Addressing any other matter not specifically set forth above that is not required to render our Bond Opinion.

Upon execution of this engagement letter, the Issuer will be our client and an attorney-client relationship will exist between us. We assume that all other parties will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction. We further assume that all other parties understand that in this transaction we represent only the Issuer, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as bond counsel are limited to those contracted for in this letter; the Issuer's execution of this engagement letter will constitute an acknowledgment of those limitations.

Our representation of the Issuer and the attorney-client relationship created by this engagement letter will be concluded upon issuance of the Bond. Nevertheless, subsequent to Closing, we will mail the appropriate Internal Revenue Service Form 8038 and prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Bond.

Our firm does not represent the USDA. However, our firm represents many political subdivisions, companies and individuals. It is possible that during the time that we are representing the Issuer, one or more of our present or future clients will have transactions with the Issuer. It is also possible that we may be asked to represent, in an unrelated matter, one or more of the entities involved in the issuance of the Notes or the Bond. As an example, it is possible that the financial institution that you select to purchase the Notes may be a client of the firm in unrelated matters. We do not believe representations of this type will adversely affect our ability to represent you as provided in this letter, either because such matters will be sufficiently different from the issuance of the Bond so as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Notes or Bond. Execution of this letter will

signify the Issuer's consent to this representation and our representation of others consistent with the circumstances described in this paragraph.

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing represented by the Notes and the Bond; (ii) the duties we will undertake pursuant to this engagement letter; (iii) the time we anticipate devoting to the financing; and (iv) the responsibilities we will assume in connection therewith, our fee will be \$6,000. The fees quoted above will include all out-of-pocket expenses advanced for your benefit, such as travel costs, photocopying, deliveries, long distance telephone charges, telecopier charges, filing fees, computer-assisted research and other expenses. We understand and agree that 80% of our fees will be paid at the Closing of the issuance of the Notes, with the balance being paid at the Closing of the issuance of the Bond. If no financing is consummated, we understand and agree that we will not be paid.

Lillian Blackshear and Nikkole Johnson (paralegal) will serve as the primary contacts for this engagement.

Unless we receive notification to the contrary, we will proceed with our representation as bond counsel and the preparation of necessary documentation.

We look forward to working with you.

Very truly yours,

BASS, BERRY & SIMS PLC

Accepted and Approved:

CITY OF CROSSVILLE

By: _____
Mayor

Name: _____
(Please Print)

Date: _____, 2016

cc: William T. Ridley, Esq.
Counsel to the Issuer