



**CLARKSVILLE CITY COUNCIL
SPECIAL SESSION
NOVEMBER 30, 2017, 4:30 P.M.**

**COUNCIL CHAMBERS
106 PUBLIC SQUARE
CLARKSVILLE, TENNESSEE**

AGENDA

1) CALL TO ORDER

2) PRAYER: *Councilman David Allen*

PLEDGE OF ALLEGIANCE: *Councilman Ron Erb*

3) ATTENDANCE

4) GAS & WATER REFUNDING BONDS

1. **RESOLUTION 15-2017-18** Authorizing the issuance, sale, and payment of water, sewer, and gas revenue refunding bonds, Series 2017 of the City of Clarksville, Tennessee (*Mayor McMillan*)

5) ADJOURNMENT

RESOLUTION 15-2017-18

A RESOLUTION AUTHORIZING THE ISSUANCE, SALE AND PAYMENT OF WATER, SEWER AND GAS REVENUE REFUNDING BONDS, SERIES 2017 OF THE CITY OF CLARKSVILLE, TENNESSEE.

WHEREAS, the City of Clarksville, Tennessee (the "Municipality") previously issued its (i) Water, Sewer and Gas Revenue Refunding Bonds, Series 2011, dated April 25, 2011 (the "Series 2011 Bonds") and (ii) Water, Sewer and Gas Revenue Refunding Bonds, Series 2013, dated June 27, 2013 (the "Series 2013 Bonds"); and

WHEREAS, municipalities in Tennessee are authorized by Sections 7-34-101 et seq. and Sections 9-21-101 et seq., Tennessee Code Annotated, as amended, to issue, by resolution, bonds to refund, redeem or make principal and interest payments on their previously issued bonds, notes or other obligations; and

WHEREAS, the Municipality has determined that it is in the best interest of the Municipality to issue bonds for the purposes of refinancing all or a portion of the Series 2011 Bonds and the Series 2013 Bonds for the purpose of achieving debt service savings; and

WHEREAS, the plan of refunding for the refunding of the Series 2011 Bonds and the Series 2013 Bonds has been submitted to the Director of State and Local Finance (the "State Director") as required by Section 9-21-1003, Tennessee Code Annotated, as amended, and the State Director has acknowledged receipt thereof and reported thereon to the Municipality; and

WHEREAS, the Municipality wishes to issue the bonds under the resolution of the City Council of the Municipality adopted on February 7, 1985, as supplemented and amended on February 1, 1991, November 7, 1991, October 1, 1992, May 1, 1997, November 5, 1998, and June 7, 2001, as amended and restated on May 6, 2004, as further supplemented and amended on March 29, 2007, April 7, 2011, June 6, 2013 and May 5, 2016, and as may be further supplemented and amended (the "Master Resolution") on a parity and equality of lien on the revenues of the System with the Municipality's Water, Sewer and Gas Revenue Refunding Bonds, Series 2002, dated January 31, 2002 (the "Series 2002 Bonds"), any remaining outstanding Series 2011 Bonds and Series 2013 Bonds, and the Municipality's Water, Sewer and Gas Revenue Refunding Bonds, Series 2016, dated June 29, 2016 (the "Series 2016 Bonds", and together with the Series 2002 Bonds and any remaining Series 2011 Bonds and Series 2013 Bonds, the "Outstanding Bonds"); and

NOW, THEREFORE, BE IT RESOLVED by the City Council of Clarksville, Tennessee, as follows:

Section 1. Authority; Findings.

(a) The bonds authorized by this resolution are issued pursuant to Sections 7-34-101 et seq. and Sections 9-21-101 et seq., Tennessee Code Annotated, and other applicable provisions of law.

(b) The Municipality has adopted a debt management policy, as required by the State Funding Board of the State of Tennessee. The Governing Body hereby finds that the issuance and sale of the Series 2017 Bonds, as proposed herein, are consistent with the Municipality's debt management policy. The Governing Body also hereby acknowledges receipt of the Report on Plan of Refunding and all cost and other disclosures regarding the Series 2017 Bonds required by the debt management policy.

Section 2. Definitions. Capitalized terms used in this resolution but not defined in this section shall have the meanings ascribed in the Master Resolution. In addition to the terms defined in the preamble, the following terms shall have the following meanings in this resolution unless the text expressly or by necessary implication requires otherwise:

(a) “Bond Purchase Agreement” means the Bond Purchase Agreement, dated as of the sale of the Series 2017 Bonds, entered into by and between the Municipality and the Underwriter, in substantially the form of the document attached hereto as Exhibit A, subject to such changes as permitted by Section 9 hereof, as approved by the Mayor, consistent with the terms of the Master Resolution;

(b) “Book-Entry Form” or “Book-Entry System” means a form or system, as applicable, under which physical bond certificates in fully registered form are issued to a Depository, or to its nominee as Registered Owner, with the certificate of bonds being held by and “immobilized” in the custody of such Depository, and under which records maintained by persons, other than the Municipality or the Registration Agent, constitute the written record that identifies, and records the transfer of, the beneficial “book-entry” interests in those bonds;

(c) “Clerk” means the City Clerk of the Municipality;

(d) “Commissioner of Finance and Revenue” means the Commissioner of Finance and Revenue of the Municipality (or such officer acting in his or her capacity);

(e) “Depository” means any securities depository that is a clearing agency under federal laws operating and maintaining, with its participants or otherwise, a Book-Entry System, including, but not limited to, DTC;

(f) “DTC” means The Depository Trust Company, a limited purpose company organized under the laws of the State of New York, and its successors and assigns;

(g) “DTC Participant(s)” means securities brokers and dealers, banks, trust companies and clearing corporations that have access to the DTC System;

(h) “Escrow Agent” means U.S. Bank, National Association, Nashville, Tennessee;

(i) “Escrow Agreement” means the Escrow Agreement between the Municipality and the Escrow Agent in a form similar to the form attached hereto as Exhibit B;

(j) “Financial Advisor” means PFM Financial Advisors LLC;

(k) “Governing Body” means the City Council of the Municipality;

(l) “Government Securities” means obligations and securities described in Section 9-21-914, Tennessee Code Annotated;

(m) “Mayor” means the Mayor of the Municipality;

(n) “Municipality” has the meaning ascribed in the preamble hereto;

(o) “Outstanding Bonds” has the meaning ascribed in the preamble hereto;

(p) “Registration Agent” means U.S. Bank, National Association, Nashville, Tennessee, or any successor designated by the Governing Body;

(q) “Series 2002 Bonds” has the meaning ascribed in the preamble hereto;

(r) “Series 2011 Bonds” has the meaning ascribed in the preamble hereto;

(s) “Series 2013 Bonds” has the meaning ascribed in the preamble hereto;

(t) “Series 2016 Bonds” has the meaning ascribed in the preamble hereto;

(u) “Series 2017 Bonds” means the Water, Sewer and Gas Revenue Refunding Bonds, Series 2017 authorized to be issued herein; and

(v) “Underwriter” means Morgan Stanley & Co. LLC, and the other underwriters designated in the Bond Purchase Agreement by the Mayor.

Section 3. Authorization and Terms of the Series 2017 Bonds.

(a) General Terms. For the purpose of providing funds to (i) refund all or a portion of the Series 2011 Bonds and the Series 2013 Bonds; and (iii) pay costs incident to the issuance and sale of the Series 2017 Bonds, all as more fully set forth in Section 10 hereof, the Governing Body hereby authorizes the issuance of its water, sewer and gas revenue refunding bonds in an aggregate principal amount not to exceed the amount necessary to accomplish said purposes and achieve debt service savings not less than the minimum threshold established by the Municipality’s debt management policy. The Series 2017 Bonds shall be issued in fully registered form, without coupons, shall be known as “Water, Sewer and Gas Revenue Refunding Bonds, Series 2017” and shall be dated their date of issuance, or bear such other series designation and dated date as shall be established pursuant to Section 9 hereof. The Series 2017 Bonds shall bear interest at a rate or rates not to exceed the maximum rate permitted by State law at the time of the sale of the Series 2017 Bonds, and subject to the adjustments permitted pursuant to Section 9 hereof, such interest shall be payable semi-annually on the first day of February and August in each year commencing February 1, 2018, or such other date as shall be established pursuant to Section 9 hereof. The Series 2017 Bonds shall be issued initially in \$5,000 denominations or integral multiples thereof, as shall be requested by the Underwriter. The Series 2017 Bonds shall mature, either serially or through mandatory redemption, commencing February 1, 2018 and continuing on the first day of February of each year thereafter through and including February 1, 2038, the final maturity date (subject to the adjustments permitted pursuant to Section 9 hereof), in such amounts as shall be set forth in the Bond Purchase Agreement.

(b) Optional Redemption. Series 2017 Bonds maturing on or before February 1, 2028 may not be redeemed prior to their maturities. Subject to the adjustments permitted pursuant to Section 9 hereof, the Municipality may redeem Series 2017 Bonds maturing on or after February 1, 2029 at any time, in whole or in part, on or after February 1, 2028, at a price of par plus accrued interest to the redemption date. If less than all the Series 2017 Bonds shall be called for redemption, the maturities to be redeemed shall be selected by the Governing Body in its discretion. If less than all of the Series 2017 Bonds within a single maturity shall be called for redemption, the Series 2017 Bonds within the maturity to be redeemed shall be selected as follows:

(i) if the Series 2017 Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the Series 2017 Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or

(ii) if the Series 2017 Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Series 2017 Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

(c) Mandatory Redemption. Pursuant to Section 9 hereof, the Mayor is authorized to sell the Series 2017 Bonds, or any maturities thereof, as term bonds ("Term Bonds") with mandatory redemption requirements corresponding to the maturities set forth herein or as determined by the Mayor. In the event any or all the Series 2017 Bonds are sold as term bonds, the Municipality shall redeem term bonds on redemption dates corresponding to the maturity dates set forth herein or as determined by the Mayor, in aggregate principal amounts equal to the maturity amounts established pursuant to this Section 3 hereof, for each redemption date, as such maturity amounts and redemption premiums may be adjusted pursuant to Section 9 hereof, at a price of par plus accrued interest thereon to the date of redemption. The Term Bonds to be redeemed within a single maturity shall be selected in the manner described in subsection (b) above.

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such mandatory redemption date, the Municipality may (i) deliver to the Registration Agent for cancellation Series 2017 Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Series 2017 Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and canceled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Series 2017 Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the Municipality on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Series 2017 Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The Municipality shall on or before the forty-fifth (45th) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.

(d) Redemption Notice. Notice of call for optional or mandatory redemption shall be given by the Registration Agent on behalf of the Municipality not less than twenty (20) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Series 2017 Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Series 2017 Bonds registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for redemption of any of the Series 2017 Bonds for which proper notice was given. As long as DTC, or a successor Depository, is the

registered owner of the Series 2017 Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Series 2017 Bonds, as and when above provided, and neither the Municipality nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant or Beneficial Owner will not affect the validity of such redemption. From and after the redemption date, all Series 2017 Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth herein.

(e) Bond Registration. The Registration Agent for the Series 2017 Bonds is hereby authorized and directed to maintain Series 2017 Bond registration records with respect to the Series 2017 Bonds, to authenticate and deliver the Series 2017 Bonds as provided herein, either at original issuance or upon transfer, to effect transfers of the Series 2017 Bonds, to give all notices of redemption as required herein, to make all payments of principal and interest with respect to the Series 2017 Bonds as provided herein, to cancel and destroy Series 2017 Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer, to furnish the Municipality at least annually a certificate of destruction with respect to Series 2017 Bonds canceled and destroyed, and to furnish the Municipality at least annually an audit confirmation of Series 2017 Bonds paid, Series 2017 Bonds outstanding and payments made with respect to interest on the Series 2017 Bonds. The Mayor is hereby authorized to execute and the Clerk is hereby authorized to attest such written agreement between the Municipality and the Registration Agent as they shall deem necessary and proper with respect to the obligations, duties and rights of the Registration Agent. The payment of all reasonable fees and expenses of the Registration Agent for the discharge of its duties and obligations hereunder or under any such agreement is hereby authorized and directed.

(f) Series 2017 Bond Payments. The Series 2017 Bonds shall be payable, both principal and interest, in lawful money of the United States of America at the main office of the Registration Agent. The Registration Agent shall make all interest payments with respect to the Series 2017 Bonds by check or draft on each interest payment date directly to the registered owners as shown on the Series 2017 Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by depositing said payment in the United States mail, postage prepaid, addressed to such owners at their addresses shown on said Series 2017 Bond registration records, without, except for final payment, the presentation or surrender of such registered Series 2017 Bonds, and all such payments shall discharge the obligations of the Municipality in respect of such Series 2017 Bonds to the extent of the payments so made. Payment of principal of and premium, if any, on the Series 2017 Bonds shall be made upon presentation and surrender of such Series 2017 Bonds to the Registration Agent as the same shall become due and payable. 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. In the event the Series 2017 Bonds are no longer registered in the name of DTC, or a successor Depository, if requested by the Owner of at least \$1,000,000 in aggregate principal amount of the Series 2017 Bonds, payment of interest on such Series 2017 Bonds shall be paid by wire transfer to a bank within the continental United States or deposited to a designated account if such account is maintained with the Registration Agent and written notice of any such election and designated account is given to the Registration Agent prior to the record date.

(g) Defaulted Interest. Any interest on any Series 2017 Bond that is payable but is not punctually paid or duly provided for on any interest payment date (hereinafter “Defaulted Interest”) shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such Defaulted Interest shall be paid by the Municipality to the persons in whose names the Series 2017 Bonds are registered at the close of business on a date (the “Special Record Date”) for the payment of such Defaulted Interest, which shall be fixed in the following manner: the Municipality shall notify the Registration Agent in writing of the amount of Defaulted Interest proposed to be paid on each Series Bond and the date of the proposed payment, and at the same time the Municipality shall deposit with the Registration Agent an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Registration Agent for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the persons entitled to such Defaulted Interest as in this Section provided. Thereupon, not less than ten (10) days after the receipt by the Registration Agent of the notice of the proposed payment, the Registration Agent shall fix a Special Record Date for the payment of such Defaulted Interest which Date shall be not more than fifteen (15) nor less than ten (10) days prior to the date of the proposed payment to the registered owners. The Registration Agent shall promptly notify the Municipality of such Special Record Date and, in the name and at the expense of the Municipality, not less than ten (10) days prior to such Special Record Date, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first class postage prepaid, to each registered owner at the address thereof as it appears in the Series 2017 Bond registration records maintained by the Registration Agent as of the date of such notice. Nothing contained in this Section or in the Series 2017 Bonds shall impair any statutory or other rights in law or in equity of any registered owner arising as a result of the failure of the Municipality to punctually pay or duly provide for the payment of principal of, premium, if any, and interest on the Series 2017 Bonds when due.

(h) Transfer. The Series 2017 Bonds are transferable only by presentation to the Registration Agent by the registered owner, or his legal representative duly authorized in writing, of the registered Series 2017 Bond(s) to be transferred with the form of assignment on the reverse side thereof completed in full and signed with the name of the registered owner as it appears upon the face of the Series 2017 Bond(s) accompanied by appropriate documentation necessary to prove the legal capacity of any legal representative of the registered owner. Upon receipt of the Series 2017 Bond(s) in such form and with such documentation, if any, the Registration Agent shall issue a new Series 2017 Bond or the Series 2017 Bond to the assignee(s) in \$5,000 denominations, or integral multiples thereof, as requested by the registered owner requesting transfer. The Registration Agent shall not be required to transfer or exchange any Series 2017 Bond during the period commencing on a Regular or Special Record Date and ending on the corresponding interest payment date of such Series 2017 Bond, nor to transfer or exchange any Series 2017 Bond after notice calling such Series 2017 Bond for redemption has been made, nor to transfer or exchange any Series 2017 Bond during the period following the receipt of instructions from the Municipality to call such Series 2017 Bond for redemption; provided, the Registration Agent, at its option, may make transfers after any of said dates. No charge shall be made to any registered owner for the privilege of transferring any Series 2017 Bond, provided that any transfer tax relating to such transaction shall be paid by the registered owner requesting transfer. The person in whose name any Series 2017 Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the Municipality nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Series 2017 Bonds shall be overdue. The Series 2017 Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner, be exchanged for an equal

aggregate principal amount of the Series 2017 Bonds of the same maturity in any authorized denomination or denominations.

(i) Execution of Series 2017 Bonds. The Series 2017 Bonds shall be executed in such manner as may be prescribed by applicable law, in the name, and on behalf, of the Municipality with the signature of the Mayor and attested by the signature of the Clerk of the Municipality.

(j) Book-Entry Provisions. Except as otherwise provided in this resolution, the Series 2017 Bonds shall be registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the Series 2017 Bonds. References in this Section to a Series 2017 Bond or the Series 2017 Bonds shall be construed to mean the Series 2017 Bond or the Series 2017 Bonds that are held under the Book-Entry System. One Series 2017 Bond for each maturity shall be issued to DTC and immobilized in its custody. A Book-Entry System shall be employed, evidencing ownership of the Series 2017 Bonds in authorized denominations, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants pursuant to rules and procedures established by DTC.

Each DTC Participant shall be credited in the records of DTC with the amount of such DTC Participant's interest in the Series 2017 Bonds. Beneficial ownership interests in the Series 2017 Bonds may be purchased by or through DTC Participants. The holders of these beneficial ownership interests are hereinafter referred to as the "Beneficial Owners." The Beneficial Owners shall not receive the Series 2017 Bonds representing their beneficial ownership interests. The ownership interests of each Beneficial Owner shall be recorded through the records of the DTC Participant from which such Beneficial Owner purchased its Series 2017 Bonds. Transfers of ownership interests in the Series 2017 Bonds shall be accomplished by book entries made by DTC and, in turn, by DTC Participants acting on behalf of Beneficial Owners. SO LONG AS CEDE & CO., AS NOMINEE FOR DTC, IS THE REGISTERED OWNER OF THE SERIES 2017 BONDS, THE REGISTRATION AGENT SHALL TREAT CEDE & CO., AS THE ONLY HOLDER OF THE SERIES 2017 BONDS FOR ALL PURPOSES UNDER THIS RESOLUTION, INCLUDING RECEIPT OF ALL PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE SERIES 2017 BONDS, RECEIPT OF NOTICES, VOTING AND REQUESTING OR DIRECTING THE REGISTRATION AGENT TO TAKE OR NOT TO TAKE, OR CONSENTING TO, CERTAIN ACTIONS UNDER THIS RESOLUTION.

Payments of principal, interest, and redemption premium, if any, with respect to the Series 2017 Bonds, so long as DTC is the only owner of the Series 2017 Bonds, shall be paid by the Registration Agent directly to DTC or its nominee, Cede & Co. as provided in the Letter of Representation relating to the Series 2017 Bonds from the Municipality and the Registration Agent to DTC (the "Letter of Representation"). DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners. The Municipality and the Registration Agent shall not be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants.

In the event that (1) DTC determines not to continue to act as securities depository for the Series 2017 Bonds or (2) the Municipality determines that the continuation of the Book-Entry System of evidence and transfer of ownership of the Series 2017 Bonds would adversely affect its

interests or the interests of the Beneficial Owners of the Series 2017 Bonds, the Municipality shall discontinue the Book-Entry System with DTC. If the Municipality fails to identify another qualified securities depository to replace DTC, the Municipality shall cause the Registration Agent to authenticate and deliver replacement Series 2017 Bonds in the form of fully registered Series 2017 Bonds to each Beneficial Owner. If the Purchaser of the Series 2017 Bonds, or any emission thereof, does not intend to reoffer the Series 2017 Bonds to the public, then the Mayor and the Purchaser may agree that the Series 2017 Bonds be issued in the form of fully registered certificated Series 2017 Bonds and not utilize the Book-Entry System.

THE MUNICIPALITY AND THE REGISTRATION AGENT SHALL NOT HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO ANY DTC PARTICIPANT OR ANY BENEFICIAL OWNER WITH RESPECT TO (i) THE SERIES 2017 BONDS; (ii) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DTC PARTICIPANT; (iii) THE PAYMENT BY DTC OR ANY DTC PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL OF AND INTEREST ON THE SERIES 2017 BONDS; (iv) THE DELIVERY OR TIMELINESS OF DELIVERY BY DTC OR ANY DTC PARTICIPANT OF ANY NOTICE DUE TO ANY BENEFICIAL OWNER THAT IS REQUIRED OR PERMITTED UNDER THE TERMS OF THIS RESOLUTION TO BE GIVEN TO BENEFICIAL OWNERS, (v) THE SELECTION OF BENEFICIAL OWNERS TO RECEIVE PAYMENTS IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE SERIES 2017 BONDS; OR (vi) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC, OR ITS NOMINEE, CEDE & CO., AS OWNER.

The Registration Agent is hereby authorized to take such action as may be necessary from time to time to qualify and maintain the Series 2017 Bonds for deposit with DTC, including but not limited to, wire transfers of interest and principal payments with respect to the Series 2017 Bonds, utilization of electronic book entry data received from DTC in place of actual delivery of Series 2017 Bonds and provision of notices with respect to Series 2017 Bonds registered by DTC (or any of its designees identified to the Registration Agent) by overnight delivery, courier service, telegram, telecopy or other similar means of communication. No such arrangements with DTC may adversely affect the interest of any of the owners of the Series 2017 Bonds, provided, however, that the Registration Agent shall not be liable with respect to any such arrangements it may make pursuant to this section.

(k) Authentication. The Registration Agent is hereby authorized to authenticate and deliver the Series 2017 Bonds to the Underwriter, upon receipt by the Municipality of the proceeds of the sale thereof and to authenticate and deliver Series 2017 Bonds in exchange for Series 2017 Bonds of the same principal amount delivered for transfer upon receipt of the Bond(s) to be transferred in proper form with proper documentation as hereinabove described. The Series 2017 Bonds shall not be valid for any purpose unless authenticated by the Registration Agent by the manual signature of an officer thereof on the certificate set forth herein on the Series 2017 Bond form.

(l) Mutilated, Lost and Destroyed Series 2017 Bonds. In case any Series 2017 Bond shall become mutilated, or be lost, stolen, or destroyed, the Municipality, in its discretion, shall issue, and the Registration Agent, upon written direction from the Municipality, shall authenticate and deliver, a new Series 2017 Bond of like tenor, amount, maturity and date, in exchange and substitution for, and upon the cancellation of, the mutilated Series 2017 Bond, or in lieu of and in substitution for such lost, stolen or destroyed Series 2017 Bond, or if any such Series 2017 Bond

shall have matured or shall be about to mature, instead of issuing a substituted Series 2017 Bond the Municipality may pay or authorize payment of such Series 2017 Bond without surrender thereof. In every case the applicant shall furnish evidence satisfactory to the Municipality and the Registration Agent of the destruction, theft or loss of such Series 2017 Bond, and indemnity satisfactory to the Municipality and the Registration Agent; and the Municipality may charge the applicant for the issue of such new Series 2017 Bond an amount sufficient to reimburse the Municipality for the expense incurred by it in the issue thereof.

Section 2. Source of Payment. The Series 2017 Bonds shall be payable solely from and be secured by a pledge of the Net Revenues, on a parity and equality of lien with the Outstanding Bonds and any Parity Bonds hereafter issued. The punctual payment of principal of and interest on the Series 2017 Bonds, the Outstanding Bonds and any Parity Bonds shall be secured equally and ratably by the Net Revenues without priority by series, number or time of sale or delivery. Neither the full faith and credit nor the taxing power of the Municipality's pledged to the payment of the Series 2017 Bonds.

Section 3. Form of Series 2017 Bonds. The Series 2017 Bonds shall be in substantially the following form, with such appropriate variations, omissions, and insertions as are permitted or required by this resolution, all blanks appropriately completed when the Series 2017 Bonds are prepared and delivered, and such legends or text endorsed thereon as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or otherwise desired by the Municipality:

(Form of Bond)

REGISTERED
Number _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF TENNESSEE
COUNTY OF MONTGOMERY
CITY OF CLARKSVILLE
WATER, SEWER AND GAS REVENUE REFUNDING BOND, SERIES 2017

Interest Rate: Maturity Date: Date of Bond: CUSIP No.:

Registered Owner:

Principal Amount:

KNOW ALL MEN BY THESE PRESENTS: That the City of Clarksville, Tennessee, a municipal corporation lawfully organized and existing in Montgomery County, Tennessee (the "Municipality"), for value received hereby promises to pay to the registered owner hereof, hereinabove named, or registered assigns, in the manner hereinafter provided, the principal amount hereinabove set forth on the maturity date hereinabove set forth, or upon earlier redemption as set forth herein, and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on said principal amount at the annual rate of interest hereinabove set forth from the date hereof until said maturity date or redemption date, said interest being payable on February 1, 2018, and semi-annually thereafter on the first day of February and August in each year until this Bond matures or is redeemed. Both principal hereof and interest hereon are payable in lawful money of the United States of America at the principal corporate trust office of

U.S. Bank, National Association, Nashville, Tennessee, as registration and paying agent (the "Registration Agent"). The Registration Agent shall make all interest payments with respect to this Bond on each interest payment date to the registered owner hereof shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by check or draft mailed to such owner at such owner's address shown on said Bond registration records, without, except for final payment, the presentation or surrender of this Bond, and all such payments shall discharge the obligations of the Municipality to the extent of the payments so made. Any such interest not so punctually paid or duly provided for on any interest payment date shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such defaulted interest shall be payable to the person in whose name this Bond is registered at the close of business on the date (the "Special Record Date") for payment of such defaulted interest to be fixed by the Registration Agent, notice of which shall be given to the owners of the Bonds of the issue of which this Bond is one not more than fifteen (15) nor less than ten (10) days prior to such Special Record Date. Payment of principal of and premium, if any, on this Bond shall be made when due upon presentation and surrender of this Bond to the Registration Agent.

Except as otherwise provided herein or in the Resolution, as hereinafter defined, this Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Bonds of the series of which this Bond is one. One Bond for each maturity of the Bonds shall be issued to DTC and immobilized in its custody or a custodian of DTC. The Registration Agent is a custodian and agent for DTC, and the Bonds will be immobilized in its custody. A book-entry system shall be employed, evidencing ownership of the Bonds in \$5,000 denominations, or multiples thereof, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants, as defined in the Resolution, pursuant to rules and procedures established by DTC. So long as Cede & Co., as nominee for DTC, is the registered owner of the Bonds, the Municipality and the Registration Agent shall treat Cede & Co., as the only owner of the Bonds for all purposes under the Resolution, including receipt of all principal and maturity amounts of, premium, if any, and interest on the Bonds, receipt of notices, voting and requesting or taking or not taking, or consenting to, certain actions hereunder. Payments of principal, maturity amounts, interest, and redemption premium, if any, with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid directly to DTC or its nominee, Cede & Co. DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners, as defined in the Resolution. Neither the Municipality nor the Registration Agent shall be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants. In the event that (1) DTC determines not to continue to act as securities depository for the Bonds or (2) the Municipality determines that the continuation of the book-entry system of evidence and transfer of ownership of the Bonds would adversely affect its interests or the interests of the Beneficial Owners of the Bonds, the Municipality may discontinue the book-entry system with DTC. If the Municipality fails to identify another qualified securities depository to replace DTC, the Municipality shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully registered Bonds to each Beneficial Owner. Neither the Municipality nor the Registration Agent shall have any responsibility or obligations to any DTC Participant or any Beneficial Owner with respect to (i) the Bonds; (ii) the accuracy of any records maintained by DTC or any DTC Participant; (iii) the payment by DTC or any DTC Participant of any amount due to any Beneficial Owner in respect of the principal or maturity amounts of and interest on the Bonds; (iv) the delivery or timeliness of delivery by DTC or any DTC Participant of any notice due to any Beneficial Owner that is

required or permitted under the terms of the Resolution to be given to Beneficial Owners, (v) the selection of Beneficial Owners to receive payments in the event of any partial redemption of the Bonds; or (vi) any consent given or other action taken by DTC, or its nominee, Cede & Co., as owner.

Bonds of the issue of which this Bond is one maturing on or before February 1, 2028 shall mature without option of prior redemption. Bonds maturing on February 1, 2029 and thereafter shall be subject to redemption prior to maturity at the option of the Municipality on or after February 1, 2028 as a whole or in part at any time at the redemption price of par, plus interest accrued to the redemption date.

If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be designated by the City Council of the Municipality, in its discretion. If less than all the principal amount of the Bonds of a maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

(i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the amount of the interest of each DTC Participant in the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or

(ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

Subject to the credit hereinafter provided, the Municipality shall redeem Bonds maturing _____ on the redemption dates set forth below opposite the maturity dates, in aggregate principal amounts equal to the respective dollar amounts set forth below opposite the respective redemption dates at a price of par plus accrued interest thereon to the date of redemption. DTC, as securities depository for the series of Bonds of which this Bond is one, or such Person as shall then be serving as the securities depository for the Bonds, shall determine the interest of each Participant in the Bonds to be redeemed using its procedures generally in use at that time. If DTC, or another securities depository is no longer serving as securities depository for the Bonds, the Bonds to be redeemed within a maturity shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall select. The dates of redemption and principal amount of Bonds to be redeemed on said dates are as follows:

<u>Final</u> <u>Maturity</u>	<u>Redemption</u> <u>Date</u>	<u>Principal Amount</u> <u>of Bonds</u> <u>Redeemed</u>
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*Final Maturity

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such redemption date, the Municipality may (i) deliver to the Registration Agent for cancellation Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in

respect of its redemption obligation under this mandatory redemption provision for any Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and canceled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the Municipality on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced.

Notice of call for redemption, whether optional or mandatory, shall be given by the Registration Agent not less than twenty (20) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any such defect in any such notice so mailed shall affect the sufficiency of the proceedings for the redemption of any of the Bonds for which proper notice was given. As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the Municipality nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant will not affect the validity of such redemption. From and after any redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth in the Resolution, as hereafter defined.

This Bond is transferable by the registered owner hereof in person or by such owner's attorney duly authorized in writing at the principal corporate trust office of the Registration Agent set forth on the front side hereof, but only in the manner, subject to limitations and upon payment of the charges provided in the Resolution, as hereafter defined, and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds of authorized denominations of the same maturity and interest rate for the same aggregate principal amount will be issued to the transferee in exchange therefor. The person in whose name this Bond is registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the Municipality nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bond shall be overdue. Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in authorized denomination or denominations, upon the terms set forth in the Resolution. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular Record Date or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the notice calling such Bond for redemption has been made, nor during a period following the receipt of instructions from the Municipality to call such Bond for redemption.

This Bond is one of a total authorized issue aggregating \$ _____ and issued by the Municipality for the purpose of providing funds to (i) refund a portion of the Municipality's outstanding Water, Sewer and Gas Revenue Refunding Bonds, Series 2011 and Water, Sewer and Gas Revenue Refunding Bonds, Series 2013; and (ii) pay costs incident to the issuance and sale of the Bonds, under and in full compliance with the constitution and statutes of the State of Tennessee, including Sections 7-34-101 et seq. and Sections 9-21-101 et seq., Tennessee Code

Annotated, as amended, and pursuant to a resolution duly adopted by the City Council of the Municipality on _____, 2017, which supplements a resolution adopted by the City Council of the Municipality on February 7, 1985, as supplemented and amended on February 1, 1991, November 7, 1991, October 1, 1992, May 1, 1997, November 5, 1998, and June 7, 2001, as amended and restated on May 6, 2004, and as further supplemented and amended on March 29, 2007, April 7, 2011, June 6, 2013 and May 5, 2016 (collectively, the “Resolution”).

This Bond is one of a series of Bonds payable solely from and secured by a pledge of the income and revenues to be derived from the operation of the Municipality’s water, sewer and gas system (the “System”) on a parity and complete equality of lien with respect to such revenues with the Municipality’s remaining outstanding Water, Sewer and Gas Revenue Refunding Bonds, Series 2011, Water, Sewer and Gas Revenue Refunding Bonds, Series 2013, Water, Sewer and Gas Revenue Refunding Bonds, Series 2016 (the “Outstanding Bonds”) and any bonds hereafter issued on a parity therewith, subject to the payment of the reasonable and necessary costs of operating, maintaining, repairing and insuring said System. As provided in the Resolution, the punctual payment of principal of and interest on the series of Bonds of which this Bond is one, the Outstanding Bonds and any other bonds issued on a parity therewith pursuant to the terms of the Resolution shall be secured equally and ratably by said revenues without priority by reason of series, number or time of sale or delivery. The Municipality has covenanted in the Resolution and does hereby covenant that it will fix and impose such rates and charges for the services rendered by the System and will collect and account for sufficient revenues to pay promptly the principal of and interest on this Bond, the issue of which it is a part, and any bonds hereafter issued on a parity herewith, as each payment becomes due. For a more complete statement of the revenues from which and conditions on which obligations may hereafter be issued on a parity with this Bond, the general covenants and provisions pursuant to which this Bond is issued and the terms upon which the Resolution may be modified, reference is hereby made to the Resolution.

This Bond and the income therefrom are exempt from all present state, county and municipal taxes in Tennessee except (a) Tennessee excise taxes on interest on the Bond during the period the Bond is held or beneficially owned by any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee, and (b) Tennessee franchise taxes by reason of the inclusion of the book value of the Bond in the Tennessee franchise tax base of any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee.

It is hereby certified, recited, and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond exist, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other indebtedness of the Municipality, does not exceed any limitation prescribed by the constitution and statutes of the State of Tennessee.

IN WITNESS WHEREOF, the Municipality has caused this Bond to be signed by the Mayor and attested by the City Clerk of the Municipality under the corporate seal of the Municipality, all as of the date hereinabove set forth.

CITY OF CLARKSVILLE, TENNESSEE

By: _____
Mayor

(SEAL)

ATTESTED:

City Clerk

Transferable and payable at the
corporate trust office of:

_____, _____

Date of Registration: _____

This Bond is one of the issue of Bonds issued pursuant to the Resolution hereinabove described.

Registration Agent

By: _____
Authorized Representative

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns, and transfers unto _____, whose address is _____
(Please insert Social Security or Federal Tax Identification Number _____) the within Bond of Clarksville, Tennessee, and does hereby irrevocably constitute and appoint _____, attorney, to transfer the said Bond on the records kept for registration thereof with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it

appears on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Signature guaranteed:

NOTICE: Signature(s) must be guaranteed by a member firm of a Medallion Program acceptable to the Registration Agent.

(End of Bond Form)

Section 4. Equality of Lien; Pledge of Net Revenues. The punctual payment of principal of, premium, if any, and interest on the Series 2017 Bonds, the Outstanding Bonds and any Parity Bonds hereafter issued shall be secured equally and ratably by the Net Revenues without priority by reason of number or time of sale, execution or delivery. The Net Revenues are hereby irrevocably pledged to the punctual payment of such principal, premium and interest as the same become due.

Section 5. Applicability of the Master Resolution.

(a) The Series 2017 Bonds shall be issued in compliance with the provisions of the Master Resolution so as to be on a parity of lien with respect to the Net Revenues with the Outstanding Bonds and any Parity Bonds hereafter issued, and when duly delivered, shall constitute a series of bonds delivered under authority of the Master Resolution. As long as any of the Series 2017 Bonds remain outstanding and unpaid either as to principal or as to interest, or until the discharge and satisfaction of all of the Series 2017 Bonds, as provided in Article VI of the Master Resolution, the provisions of Articles II through VIII of the Master Resolution (as supplemented and amended) shall be applicable to the Series 2017 Bonds and shall inure to the benefit of owners of the Series 2017 Bonds.

(b) All references to “Bondholders” or “Owners” in the aforesaid Articles shall be deemed to include owners of the Series 2017 Bonds, and all references to the “Series 2017 Bonds” contained in those Articles shall be deemed to include the Series 2017 Bonds and shall be administered for the benefit of the owners of the Series 2017 Bonds.

Section 6. Application of Revenues. Notwithstanding the provisions of Article II of the Master Resolution to the contrary, for the period commencing with the month next following the delivery of the Series 2017 Bonds to and including the month preceding the first interest payment date, each monthly deposit to the Bond Fund required by the Master Resolution with respect to the Series 2017 Bonds shall be an amount that, together with all other monthly deposits of the same amount during such period, all amounts held therein as of the closing of the sale of the Series 2017 Bonds, and amounts deposited therein at closing, will equal to the full amount of principal (if any) and interest coming due on such interest payment date, and (if principal is not due on the first interest payment date) one-half of any principal coming due on the next ensuing interest payment date.

Section 7. Sale of Series 2017 Bonds.

(a) The Series 2017 Bonds shall be sold via negotiated sale to the Underwriter at a price of not less than ninety-eight percent (98%) of par exclusive of original issue discount, and accrued interest, as shall be determined by the Mayor in consultation with the Commissioner of Finance and Revenue and the Financial Advisor. The Mayor is authorized to execute and the Clerk to attest a Bond Purchase Agreement with the Underwriter, providing the details of the terms of the sale. The sale of the Series 2017 Bonds to the Underwriter shall be binding on the Municipality, and no further action of the Governing Body with respect thereto shall be required.

(b) The Mayor, in consultation with the Commissioner of Finance and Revenue and the Financial Advisor, is authorized:

- (1) to change the dated date of the Series 2017 Bonds to a date other than the date of issuance;
- (2) to change the series designation of the Series 2017 Bonds;
- (3) to change the first interest payment date for the Series 2017 Bonds to a date other than February 1, 2018;
- (4) to adjust the principal and interest payment dates and maturity amounts of the Series 2017 Bonds, provided that (A) the total principal amount of the Series 2017 Bonds does not exceed the total amount of Series 2017 Bonds authorized herein and (B) the final maturity date shall not be later than February 1, 2038;
- (5) identify the maturities of the Series 2011 Bonds and Series 2013 Bonds, and portions thereof, to be refunded;
- (6) to change or remove the Municipality's optional redemption provisions of the Series 2017 Bonds; and
- (7) to sell the Series 2017 Bonds or any maturities thereof as serial Bonds or Term Bonds with mandatory redemption requirements.

(c) The Mayor and the Clerk, or either of them, are authorized to cause the Series 2017 Bonds, in book-entry form (except as otherwise authorized herein), to be authenticated and delivered by the Registration Agent to the Purchaser and to execute, publish, and deliver all certificates and documents, including an official statement and closing certificates, as they shall deem necessary in connection with the sale and delivery of the Series 2017 Bonds.

(d) The Mayor and the Commissioner of Finance and Revenue, or either of them, are authorized to enter into an agreement with Bass, Berry & Sims PLC to serve as bond counsel for the Series 2017 Bonds. All actions heretofore taken to engage the bond counsel are hereby ratified and approved.

Section 8. Disposition of Series 2017 Bond Proceeds. The proceeds of the sale of the Series 2017 Bonds shall be paid over to the Municipality and used and applied as follows:

(a) an amount sufficient, together with available amounts on deposit in the Bond Fund and the Reserve Fund with respect to the Series 2011 Bonds and Series 2013 Bonds as may be designated for refunding by the Mayor, to defease such refunded Series 2011 Bonds and Series 2013 Bonds to their first optional redemption date shall be deposited with the Escrow Agent for application pursuant to the Escrow Agreement; and

(b) the remainder of the Series 2017 Bond proceeds shall be thereto at the direction of the Mayor disbursed solely to pay, or reimburse the Municipality for the prior payment of, the costs of issuance and sale of the Series 2017 Bonds, including necessary legal, accounting and fiscal expenses, printing, engraving, advertising and similar expenses, administrative and clerical costs, Registration Agent and Financial Advisor fees and other necessary miscellaneous expenses incurred in connection with the issuance and sale of the Series 2017 Bonds. Any funds remaining shall be deposited to the Bond Fund.

Section 9. Reserve Fund Requirement for Series 2017 Bonds. The Municipality hereby elects not to establish a Reserve Fund for the Series 2017 Bonds. The Reserve Fund for the remaining Outstanding Bonds shall in no way be affected or adjusted, and the holders of the Series 2017 Bonds shall have no rights with respect thereto.

Section 10. Official Statement. The Mayor is hereby authorized and directed to provide for the preparation and distribution, electronic or otherwise, of a Preliminary Official Statement describing the Series 2017 Bonds, the System and the Municipality. After the Series 2017 Bonds have been sold, the Mayor and the Commissioner of Finance and Revenue, or either of them, shall make such completions, omissions, insertions and changes in the Preliminary Official Statement not inconsistent with this resolution as are necessary or desirable to complete it as a final Official Statement for purposes of Rule 15c2-12(e)(3) of the Securities and Exchange Commission. The Mayor and Commissioner of Finance and Revenue, or either of them, shall arrange for the delivery of a reasonable number of copies of the Official Statement within seven business days after the Series 2017 Bonds have been sold to the Underwriter, to each potential investor requesting a copy of the Official Statement and to each person to whom the Underwriter or members of its selling group initially sell the Series 2017 Bonds.

The Mayor and Commissioner of Finance and Revenue, or either of them, are authorized, on behalf of the Municipality, to deem the Preliminary Official Statement and the Official Statement in final form, each to be final as of its date within the meaning of Rule 15c2-12(b)(1), except for the omission in the Preliminary Official Statement of certain pricing and other information allowed to be omitted pursuant to such Rule 15c2-12(b)(1). The distribution of the Preliminary Official Statement and the Official Statement in final form shall be conclusive evidence that each has been deemed in final form as of its date by the Municipality except for the omission in the Preliminary Official Statement of such pricing and other information.

Section 11. Refunding Matters. For the purpose of providing for the payment of the refunded Series 2011 Bonds and Series 2013 Bonds, the Mayor is hereby authorized and directed to execute and the Clerk to attest on behalf of the Municipality the Escrow Agreement with the Escrow Agent and to deposit with the Escrow Agent the amounts described in Section 10. The form of the Escrow Agreement presented to this meeting and attached hereto as Exhibit B is hereby approved and the Mayor and the Clerk are hereby authorized and directed to execute and deliver the Escrow Agreement on behalf of the County in substantially the form thereof presented to this meeting, or with such changes as may be approved by the Mayor and Clerk, their execution thereof to constitute conclusive evidence of their approval of all such changes. The Escrow Agent is hereby authorized and directed to hold and administer all funds deposited in trust

for the payment when due of principal of and interest on the refunded Series 2011 Bonds and Series 2013 Bonds and to exercise such duties as set forth in the Escrow Agreement.

Section 12. Federal Tax Matters. The Series 2017 Bonds will be issued as federally tax-exempt bonds. The Municipality hereby covenants that it will not use, or permit the use of, any proceeds of the Series 2017 Bonds in a manner that would cause the Series 2017 Bonds to be subjected to treatment under Section 148 of the Code, and applicable regulations thereunder, as an "arbitrage bond". To that end, the Municipality shall comply with applicable regulations adopted under said Section 148. The Municipality further covenants with the registered owners from time to time of the Series 2017 Bonds that they will, throughout the term of the Series 2017 Bonds and through the date that the final rebate, if any, must be made to the United States in accordance with Section 148 of the Code, comply with the provisions of Sections 103 and 141 through 150 of the Code and all regulations proposed and promulgated thereunder that must be satisfied in order that interest on the Series 2017 Bonds shall be and continue to be excluded from gross income for federal income tax purposes under Section 103 of the Code. The Mayor of the Municipality and other officers of the Municipality are authorized and directed to make such certifications in this regard in connection with the sale of the Series 2017 Bonds as any or all shall deem appropriate, and such certifications shall constitute a representation and certification of the System.

Section 13. Continuing Disclosure. The Municipality hereby covenants and agrees that it will provide financial information and event notices as required by Rule 15c2-12 of the Securities Exchange Commission for the Series 2017 Bonds. The Mayor and Commissioner of Finance and Revenue, or either of them, is authorized to execute at the closing of the sale of the Series 2017 Bonds, an agreement for the benefit of and enforceable by the owners of the Series 2017 Bonds specifying the details of the financial information and event notices to be provided and its obligations relating thereto. Failure of the Municipality to comply with the undertaking herein described and to be detailed in said closing agreement, shall not be a default hereunder, but any such failure shall entitle the owner or owners of any of the Series 2017 Bonds to take such actions and to initiate such proceedings as shall be necessary and appropriate to cause the Municipality to comply with its undertaking as set forth herein and in said agreement, including the remedies of mandamus and specific performance.

Section 14. Repeal of Conflicting Resolutions and Effective Date. All other resolutions and orders, or parts thereof, in conflict with the provisions of this resolution, are, to the extent of such conflict, hereby repealed and this resolution shall be in immediate effect from and after its adoption.

Section 15. Separability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

Adopted and approved this _____ day of _____, 2017.

Mayor

ATTEST:

Clerk

EXHIBIT A

FORM OF BOND PURCHASE AGREEMENT

(attached)

CITY OF CLARKSVILLE, TENNESSEE

\$[_____]]
WATER, SEWER AND GAS REVENUE
REFUNDING BONDS, SERIES 2017

BOND PURCHASE AGREEMENT

December [____],
2017

City of Clarksville, Tennessee
One Public Square
Clarksville, Tennessee 37041

Ladies and Gentlemen:

This is to confirm the agreement (the “Bond Purchase Agreement”) by and among the City of Clarksville, Tennessee (the “Issuer” or the “City”) and Morgan Stanley & Co. LLC (the “Representative”), on behalf of itself and Piper Jaffray & Co., Raymond James & Associates, Inc., and Wells Fargo Securities, LLC (collectively, the “Underwriters”), concerning the sale by the Issuer and the purchase by the Underwriters of the Issuer's \$[_____] Water, Sewer and Gas Revenue Refunding Bonds, Series 2017 (the “Series 2017 Bonds”). The Series 2017 Bonds are dated, mature, bear interest at rates and are subject to redemption as set forth in Exhibit A herein. This offer is made subject to acceptance by the Issuer prior to 5:00 p.m. CDT, on the date hereof. If this offer is not so accepted by the date and time provided, it is subject to withdrawal by the Underwriters upon notice to the Issuer at any time prior to acceptance. Capitalized terms used herein but not defined herein shall have the meanings set forth in the Bond Resolution or Official Statement referred to below.

1. Purpose of Financing, Security and Authorization. The proceeds of the Series 2017 Bonds will be used to (i) advance refund certain maturities of the Issuer's \$67,645,000 Water, Sewer, and Gas Revenue Refunding Bonds, Series 2011 (the “Series 2011 Bonds”); (ii) advance refund certain maturities of the Issuer's \$46,535,000 Water, Sewer, and Gas Revenue Refunding Bonds, Series 2013 (the “Series 2013 Bonds”), and (iii) pay certain costs of issuing the Series 2017 Bonds. The Series 2011 Bonds and the Series 2013 Bonds refinanced various capital improvements to the Issuer's water, sewer and gas system (the “System”).

The Series 2017 Bonds will be issued pursuant to Chapter 21 of Title 9 of the Tennessee Code Annotated, as amended. The Series 2017 Bonds are subject to the terms and conditions contained in the resolution of the City Council of the Issuer (the "City Council") adopted on November 30, 2017, supplementing and amending the resolution of the City Council adopted on February 7, 1985, as supplemented and amended February 1, 1991, November 7, 1991, October 1, 1992, May 1, 1997, November 5, 1998, and June 1, 2001, as amended and restated on May 6, 2004, as further supplemented and amended on March 29, 2007, April 7, 2011, June 6, 2013, and May 5, 2016 (collectively, the "Bond Resolution").

The Bond Resolution and the Series 2017 Bonds will be in the forms previously supplied by you, with only such subsequent amendments as shall be approved by you and us.

The maturities of the Series 2011 Bonds to be refunded will be advance refunded on February 1, 2021. The maturities of the Series 2013 Bonds to be refunded will be advance refunded on February 1, 2023.

2. Good Faith Deposit and Liquidated Damages. Concurrently with the execution and delivery of this Bond Purchase Agreement by the Representative, the Representative on behalf of the Underwriters will deliver to the Issuer a corporate check, certified or bank cashier's check, payable to the order of the Issuer for \$[_____] (the "Good Faith Deposit"). This check will be held uncashed as security for the performance by the Underwriters of their obligation to accept and pay for the Series 2017 Bonds at the Closing. Upon the Underwriters' compliance with such obligation, such check shall be returned to the Representative. If the Issuer fails to deliver the Series 2017 Bonds at the Closing or to satisfy the conditions to the Underwriters' obligations contained herein, or if the Underwriters exercise their right to cancel their obligations to accept and pay for the Series 2017 Bonds for any reason permitted by Section 9 of this Bond Purchase Agreement, such check shall be immediately returned to the Representative.

If the Issuer accepts this offer and if the Underwriters fail (other than for a reason permitted hereunder) to accept and pay for the Series 2017 Bonds upon tender thereof by the Issuer at the Closing as herein provided, the parties hereby agree that the damages to the Issuer shall be fixed at one percent (1%) of the aggregate principal amount of the Series 2017 Bonds and, upon such failure of the Underwriters to accept and pay for the Series 2017 Bonds, the Underwriters shall be obligated to pay to the Issuer such amount as and for full liquidated damages for such failure and for any and all defaults hereunder on the part of the Underwriters. Upon such payment the Underwriters shall be fully released and discharged of all claims, rights and damages for such failure and for any and all such defaults. In no event shall the Issuer be entitled to damages of any nature other than the liquidated damages herein specified, except that expenses set forth in Section 10 herein shall survive the termination of this Bond Purchase Agreement.

3. Representative of Underwriters. Any authority, discretion or other power conferred upon the Underwriters under any provision of this Bond Purchase Agreement may be exercised by the Representative, as set forth in the Agreement Among Underwriters, by and among the Representative and the Underwriters. The payment for, acceptance of, and delivery and execution of any receipt for the Series 2017 Bonds and any other instruments upon or in connection with the Closing (defined herein) by the Representative, on behalf of the Underwriters, shall be valid and sufficient for all purposes and binding upon each of the Underwriters, provided that such action by the Representative shall not impose any obligation or liability upon it or any other Underwriter other than as may arise as expressly set forth in this Bond Purchase Agreement.

4. Representations and Warranties of the Issuer.

The Issuer makes the following representations and warranties, all of which shall survive the delivery of the Series 2017 Bonds:

(a) the Preliminary Official Statement (hereinafter defined) was, as of its date and the Official Statement (hereinafter defined) was, as of its date, is, and at all times subsequent thereto up to and including the Closing Date (defined herein), will be, true and correct in all material respects and contained, presently contains and will at all such times up to and including the Closing Date contain no untrue or misleading statement of a material fact and did not, does not and will not at any such time up to and including the Closing Date omit to state any material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading. If the Official Statement is supplemented or amended pursuant to subsection (f) of Section 5 herein, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such subsection) at all times subsequent thereto up to and including the Closing Date, each such supplement or amendment will not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(b) the Issuer is an existing public corporation of the State of Tennessee;

(c) the Issuer has full right, power and authority under the laws of the State of Tennessee (i) to issue bonds, such as the Series 2017 Bonds, for the purposes set forth in the Official Statement, (ii) to use the proceeds of the Series 2017 Bonds as set forth in the Official Statement, and (iii) to pay the Series 2017 Bonds from the Revenues of the System and amounts on deposit within certain funds established by the Bond Resolution and otherwise to secure the Series 2017 Bonds in the manner contemplated by the Bond Resolution and the Official Statement;

(d) the Issuer has and had, as the case may be, full legal right, power and authority (i) to adopt the Bond Resolution, (ii) to execute and deliver this Bond Purchase Agreement, (iii) to issue, sell and deliver the Series 2017 Bonds to the Underwriters as provided in this Bond Purchase Agreement, and (iv) to carry out and consummate all other transactions contemplated by the aforesaid instruments, and the Issuer will have complied as of the Closing Date with all provisions of applicable law in all matters relating to such transactions;

(e) the City Council has duly adopted the Bond Resolution and the City Council has duly authorized all necessary action to be taken by the Issuer for: (i) the offering, issuance, sale, and delivery of the Series 2017 Bonds upon the terms set forth herein and in the Official Statement, (ii) the execution and delivery by the Issuer of the Series 2017 Bonds, the Continuing Disclosure Certificate, this Bond Purchase Agreement, and the performance of its obligations under the Series 2017 Bonds, Continuing Disclosure Certificate, this Bond Purchase Agreement, the Bond Resolution, and any and all such other agreements and documents as may be required to be executed, delivered, and received by the Issuer in order to carry out, give effect to, and consummate the transactions contemplated hereby and by the Official Statement, (iii) the use and distribution of the Preliminary Official Statement and the execution, delivery, use and distribution of the Official Statement, and (iv) the Issuer to carry out, give effect to and consummate the transactions contemplated by the aforesaid instruments;

(f) the Bond Resolution constitutes, and this Bond Purchase Agreement, and any other instrument or agreement to which the Issuer is a party and which has been or will be executed in connection with the consummation of the transactions contemplated by the foregoing documents, constitute or, with respect to documents not yet executed and delivered, when executed and delivered by the parties hereto and thereto, will constitute, the legal, valid and binding obligations of the Issuer, and the same are enforceable in accordance with their respective terms;

(g) the Issuer has complied, or will at the Closing be in compliance, in all respects, with the Bond Resolution;

(h) when delivered to and paid for by the Underwriters at the Closing in accordance with the provisions of this Bond Purchase Agreement, the Series 2017 Bonds will be duly authorized, executed, issued and delivered and will constitute legal, valid and binding obligations of the Issuer enforceable in accordance with their terms and the terms of the Bond Resolution;

(i) at the Closing, all approvals, consents and orders of and filings with any governmental authority or agency which would constitute a condition precedent to the issuance of the Series 2017 Bonds or the execution and delivery of or the performance by the Issuer of its obligations under this Bond Purchase Agreement, the Series 2017 Bonds or the Bond Resolution, will have been obtained or made and any consents, approvals and orders so received or filings so made will be in full force and

effect; provided, however, that no representation is made concerning compliance with the securities or Blue Sky laws of the various states;

(j) the adoption by the Issuer of the Bond Resolution, and the authorization, execution, delivery and performance of this Bond Purchase Agreement and the Series 2017 Bonds and any other agreement or instrument to which the Issuer is a party and which is used or is to be used or is contemplated for use in consummation of the transactions contemplated hereby or by the Official Statement, and compliance with the provisions of each such agreement or instrument, do not and will not conflict with, or constitute or result in a violation or breach of or a default under, the Constitution of the State of Tennessee, or any existing law, administrative regulation, rule, decree or order, state or federal, or material provision of any agreement, indenture, mortgage, lease, note or other instrument to which the Issuer or its properties or any of the officers of the Issuer as such is subject, and do not and will not result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the taxes, revenues, property or assets of the Issuer under the terms of the Constitution of the State of Tennessee or any law, instrument or agreement;

(k) there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, or before or by any court, public board or body, other than as described in the Official Statement, pending or, to the best of the Issuer's knowledge, threatened, against or affecting the Issuer or any of the officers of the Issuer in their respective capacities as such (or to the best of the Issuer's knowledge, any basis therefor), wherein an unfavorable decision, ruling or finding would, in any way, materially adversely affect (i) the transactions contemplated by this Bond Purchase Agreement or by the Official Statement, or (ii) the validity or enforceability of the Series 2017 Bonds, the Bond Resolution, this Bond Purchase Agreement, or any other agreement or instrument to which the Issuer is a party and which is used or is to be used or is contemplated for use in consummation of the transactions contemplated hereby, or (iii) the excludability from federal income taxation of the interest on the Series 2017 Bonds;

(l) the Issuer will not take or omit to take any action, which action or omission would adversely affect the excludability from federal income taxation of the interest on the Series 2017 Bonds under the Internal Revenue Code of 1986, as amended;

(m) the Issuer will reasonably cooperate with the Underwriters and their counsel in any endeavor to qualify the Series 2017 Bonds for offering and sale under the securities or "Blue Sky" laws of such jurisdictions of the United States as the Underwriters may request; provided that in connection therewith, it shall not be unreasonable for the Issuer to refuse to file a general consent to service of process in any jurisdiction. The Issuer consents to the use of the Preliminary Official Statement prior to the availability of the Official Statement by the Underwriters, in obtaining such qualification, subject to the right of the Issuer to withdraw such consent for cause by written notice to the Representative.

(n) other than as disclosed in the Official Statement, the Issuer has not, during the twenty years immediately preceding the date hereof, been in default in the payment of principal of, premium, if any, or interest on, or otherwise been in default with respect to any bonds, notes or other indebtedness which it has issued, assumed or guaranteed as to payment of principal, premium, if any, or interest; and

(o) any certificate signed by the appropriate official of the Issuer and delivered to the Underwriters in connection with the issuance or sale of the Series 2017 Bonds shall be deemed to be a representation and warranty by the Issuer to the Underwriters as to the statements made therein.

The representations and warranties set forth in this Bond Purchase Agreement shall survive the Closing and shall remain operative and in full force and effect regardless of (i) any investigation made by or on behalf of the Underwriters and (ii) payment for the Series 2017 Bonds.

5. Establishment of Issue Price.

(a) The Representative, on behalf of the Underwriters, agrees to assist the Issuer in establishing the issue price of the Series 2017 Bonds and shall execute and deliver to the Issuer at Closing an “issue price” or similar certificate substantially in the form attached hereto as Exhibit G, together with the supporting pricing wires or equivalent communications, with modifications to such certificate as may be deemed appropriate or necessary, in the reasonable judgment of the Representative, the Issuer and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Series 2017 Bonds.

(b) [Except for the maturities set forth in Schedule A attached hereto,]¹ the Issuer will treat the first price at which 10% of each maturity of the Series 2017 Bonds (the “10% test”) is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test).

(c) [The Representative confirms that the Underwriters have offered the Series 2017 Bonds to the public on or before the date of this Bond Purchase Agreement at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth in the final official statement. Schedule A sets forth, as of the date of this Bond Purchase Agreement, the maturities, if any, of the Series 2017 Bonds for which the 10% test has not been satisfied and for which the Issuer and the Representative, on behalf of the Underwriters, agree that the restrictions set forth in the next sentence shall apply, which will allow the Issuer to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the “hold-the-offering-price rule”). So long as the hold-the-offering-price rule remains applicable to any maturity of the Series 2017 Bonds, the Underwriters will] neither offer nor sell unsold Series 2017

¹ Include if 10% test has not been satisfied for any maturity(ies) as of the sale date.

Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (1) the close of the fifth (5th) business day after the sale date; or
- (2) the date on which the Underwriters have sold at least 10% of that maturity of the Series 2017 Bonds to the public at a price that is no higher than the initial offering price to the public.

The Representative shall promptly advise the Issuer or the Issuer's municipal advisor when the Underwriters have sold 10% of that maturity of the Series 2017 Bonds to the public at [a price] that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

The Issuer acknowledges that, in making the representation set forth in this subsection, the Representative will rely on (i) the agreement of each Underwriter to comply with the hold-the-offering-price rule, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Series 2017 Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an Underwriter is a party to a retail distribution agreement that was employed in connection with the initial sale of the Series 2017 Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, as set forth in the retail distribution agreement and the related pricing wires. The Issuer further acknowledges that each Underwriter shall be solely liable for its failure to comply with its agreement regarding the hold the offering price rule and that no Underwriter shall be liable for the failure of any other Underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement to comply with its agreement regarding the hold-the-offering-price rule as applicable to the Series 2017 Bonds.]²

(d) The Representative confirms that:

- (i) any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the Representative is a party) relating to the initial sale of the Series 2017 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each Underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (A) report the prices at which it sells to the public the unsold Series 2017 Bonds

² Include if 10% test has not been satisfied for any maturity(ies) as of the sale date.

of each maturity allotted to it until it is notified by the Representative that either the 10% test has been satisfied as to the Series 2017 Bonds of that maturity or all Series 2017 Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Representative and as set forth in the related pricing wires, and

(ii) any agreement among underwriters relating to the initial sale of the Series 2017 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each Underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Series 2017 Bonds to the public to require each broker-dealer that is a party to such retail distribution agreement to (A) report the prices at which it sells to the public the unsold Series 2017 Bonds of each maturity allotted to it until it is notified by the Representative or the Underwriter that either the 10% test has been satisfied as to the Series 2017 Bonds of that maturity or all Series 2017 Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Representative or the Underwriter and as set forth in the related pricing wires.

(e) The Underwriters acknowledge that sales of any Series 2017 Bonds to any person that is a related party to an Underwriter shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) “public” means any person other than a regulatory underwriter or a related party,

(ii) “regulatory underwriter” means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2017 Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Series 2017 Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Series 2017 Bonds to the public),

(iii) a purchaser of any of the Series 2017 Bonds is a “related party” to a regulatory underwriter if the regulatory underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as

applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) “sale date” means the date of execution of this Bond Purchase Agreement by all parties.

6. Official Statement; Offering by the Underwriters.

(a) Upon acceptance of this offer by the Issuer, the Issuer shall prepare a final Official Statement in substantially the form of the Issuer's Preliminary Official Statement dated December [___], 2017 (the “Preliminary Official Statement”). The Issuer confirms that the Preliminary Official Statement is in a form “deemed final” by the Issuer, as of its date, within the meaning of Section (b)(1) of Rule 15c2-12 (“Rule 15c2-12”) promulgated by the United States Securities and Exchange Commission (the “SEC”) pursuant to the Securities and Exchange Act of 1934. As soon as and in any event no later than the earlier of seven (7) business days after the time of your acceptance hereof or in sufficient time to accompany customer confirmations requesting payment, the Issuer shall deliver to the Underwriters (i) the Official Statement of the Issuer relating to the Series 2017 Bonds, dated the date hereof, in “designated electronic format” as defined by MSRB Rule G-32 and (ii) as many copies of the Official Statement of the Issuer relating to the Series 2017 Bonds, dated the date hereof, as required to permit the Underwriters to comply with the requirements of Rule 15c2-12 (which, together with all appendices thereto and all supplements or amendments thereto which are approved by the Underwriters, is herein called the “Official Statement”).

(b) The Issuer authorizes, consents to and ratifies the use of the Preliminary Official Statement (in printed and electronic form) prior to the date hereof and the Official Statement by the Underwriters in the offering and sale of the Series 2017 Bonds.

(c) The Issuer shall take all actions as the Issuer shall determine reasonable (i) to provide all information reasonably requested by the Underwriters necessary or desirable to register the Series 2017 Bonds under, or comply with, any state Blue Sky laws, provided that in connection therewith, the Issuer shall not be required to file a general consent to service of process in any jurisdiction, and (ii) to ensure that the Official Statement at all times during the initial offering and distribution of the Series 2017 Bonds does not contain any untrue statement of a material fact and does not omit to state any material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading.

(d) During the period between the date of this Bond Purchase Agreement and including the date which is 25 days after the “end of the underwriting period” (as defined below), (i) the Issuer shall not supplement or amend the Official Statement or cause the Official Statement to be supplemented or amended without the

prior written consent of the Representative and (ii) if an event shall occur that might or would cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the Issuer shall notify the Representative and, if in the reasonable opinion of the Underwriters, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the Issuer shall, at its own expense, supplement or amend the Official Statement in a form and in a manner approved by the Representative. For purposes of the preceding sentence, the Issuer may assume the "end of the underwriting period" (as defined in Rule 15c2-12) is the Closing, unless the Underwriters notify the Issuer in writing prior to the Closing that any Series 2017 Bond remains unsold, in which case the end of the underwriting period shall be deemed to be extended for 30 calendar days from the date of such notice.

(e) The Issuer represents and warrants that the Issuer is currently in compliance with and has not failed to comply in all material respects during the past five years with any continuing disclosure obligation pursuant to Rule 15c2-12, except as otherwise disclosed in the Official Statement.

7. Issuance, Sale and Purchase of Series 2017 Bonds. On the basis of the representations and warranties contained herein and the other agreements referred to herein and subject to the terms and conditions set forth herein, the Issuer agrees to issue and sell to the Underwriters, and the Underwriters agree to purchase from the Issuer the Series 2017 Bonds at a purchase price of \$[] (representing the principal amount of the Series 2017 Bonds, plus original issue premium of \$[], less an Underwriters' discount of \$[]). This Bond Purchase Agreement provides, with respect to the Series 2017 Bonds, that all of the Series 2017 Bonds will be purchased by the Underwriters, if any of the Series 2017 Bonds of such issue are purchased.

Having approved the terms of such issuance and sale, the Issuer hereby sells the Series 2017 Bonds to the Underwriters, subject to the terms of this Bond Purchase Agreement. The delivery and sale of the Series 2017 Bonds (the "Closing") will be at such place in Clarksville, Tennessee, as the Underwriters may designate, at 9:00 a.m., CST, on December 21, 2017, or at such other time or such other place or on such other date as the Issuer and the Underwriters may agree upon (the "Closing Date"). The Underwriters shall pay for the Series 2017 Bonds by wire transfer of federal funds in the amount of the purchase price for each series of Series 2017 Bonds payable to the order of the Issuer.

A single typewritten bond for each maturity of each series of the Series 2017 Bonds shall be delivered by the Issuer, duly executed and authenticated, with CUSIP identification numbers thereon, registered in the name of Cede & Co., as nominee of The Depository Trust Company. Bond certificates or replacement Series 2017 Bonds may be delivered as provided in the Bond Resolution.

8. Conditions. The Underwriters' obligations hereunder are subject to:

(a) the accuracy on the Closing Date, as if made as of such date, of all representations and warranties of the Issuer contained herein;

(b) the due performance by the Issuer of its obligations hereunder;

(c) there being no material change in the condition (financial or otherwise) of the System between the most recent dates as to which information is given in the Official Statement and the Closing Date, other than as reflected in or contemplated by the Official Statement, and there being on the Closing Date no material transactions or obligations (not in the ordinary course of business) entered into by the Issuer related to the System subsequent to the date of the Official Statement other than as reflected in or contemplated by the Official Statement; and

(d) delivery of all documentation required by Section 8.

9. Closing Documentation. There shall be delivered to the Underwriters at Closing the following, all dated the Closing Date and in form and substance reasonably satisfactory to the Underwriters and their counsel:

(a) the Official Statement executed on behalf of the Issuer by the duly authorized officials or representatives thereof;

(b) the certificate of the Mayor of the Issuer in substantially the form attached as Exhibit B hereto, which certifications may be included within another certificate of the Issuer that is signed by the Mayor;

(c) the federal tax certificate, dated as of the Closing Date executed by the Issuer, in form satisfactory to Bond Counsel and Underwriters' Counsel;

(d) the original or certified copy of the Bond Resolution;

(e) a specimen Series 2017 Bond;

(f) the opinion of the City Attorney for the Issuer in substantially the form attached as Exhibit C hereto;

(g) the unqualified approving opinions of Bass, Berry & Sims PLC, Nashville, Tennessee, Bond Counsel, in substantially the forms set forth in the Official Statement;

(h) the supplemental opinion of Bass, Berry & Sims PLC, Nashville, Tennessee, addressed to the Underwriters, in substantially the form attached as Exhibit D hereto;

(i) the opinion of Adams and Reese LLP, Nashville, Tennessee, Counsel to the Underwriters, in substantially the form attached as Exhibit E hereto;

(j) the certificate of PFM Financial Advisors LLC, Memphis, Tennessee, in substantially the form attached as Exhibit F hereto;

(k) verification from Moody's Investors Service and Fitch, Inc. that the Series 2017 Bonds have been rated at least Aa2 and AA-, respectively;

(l) an executed copy of the Continuing Disclosure Certificate of the Issuer dated December [____], 2017, relating to the Series 2017 Bonds; and

(m) such additional legal opinions, certificates, proceedings, instruments and other documents the Underwriters or Bond Counsel may reasonably request to evidence compliance by the Issuer with legal requirements, the truth and accuracy as of the Closing Date of the representations of the Issuer herein, in the Preliminary Official Statement and in the Official Statement and the due performance or satisfaction by the Issuer at or prior to the Closing Date of all agreements then to be satisfied.

10. Termination. The Underwriters may terminate this Bond Purchase Agreement at any time prior to the Closing Date by notice to the other parties hereto if, between the date hereof and the Closing Date:

(a) legislation shall have been enacted or a bill shall have been favorably reported out of committee of either house, or a decision by any court of the United States, including the Tax Court, shall have been rendered, or a ruling, regulation or official statement by or on behalf of the Treasury Department of the United States or any branch thereof, including the Internal Revenue Service, or any other governmental agency shall have been made or proposed, with respect to federal taxation upon revenues or other income of the general character derived by the Issuer or upon interest received on obligations of the general character of the Series 2017 Bonds or other action or events shall have transpired that (i) may have the purpose or effect, directly or indirectly, of making interest on the Series 2017 Bonds subject to federal income taxation or (ii) in the reasonable opinion of the Representative of the Underwriters, materially adversely affects the market price of the Series 2017 Bonds or the market price generally of obligations of the general character of the Series 2017 Bonds;

(b) any legislation, ordinance, rule or regulation shall have been passed by the legislature or enacted or proposed by any governmental body, department or agency of the State of Tennessee or the Issuer or any decision by any court of competent jurisdiction within the State of Tennessee shall have been rendered that, in the reasonable opinion of the Representative of the Underwriters, materially affects the market price of the Series 2017 Bonds;

(c) any stop order or legislation shall have been enacted or a bill shall have been proposed or favorably reported out of a legislative committee, any decision by a court of the United States shall have been rendered or any stop order, ruling, regulation or official statement by or on behalf of the SEC or other governmental agency shall have been made to the effect that obligations of the general character of the Series 2017 Bonds or the Bond Resolution, in the reasonable opinion of Counsel to the Underwriters, are not exempt from registration, qualification or other requirements of the Securities Act of 1933, as amended (the “Securities Act”), or the Trust Indenture Act of 1939, as amended (the “Trust Indenture Act”);

(d) any event shall have occurred or condition shall exist that, in the reasonable opinion of the Representative of the Underwriters, makes untrue or incorrect in any material respect as of the Closing Date any material statement of information contained in the Official Statement or that is not reflected in the Official Statement but should be reflected therein as of such time in connection with the offering and sale of the Series 2017 Bonds in order to make the statements and information contained therein, in light of the circumstances under which they were made, not misleading, including, without limitation, events or conditions relating to the business and affairs of the System or the Issuer related to the System; or

(e) in the reasonable opinion of the Representative of the Underwriters, the market price of the Series 2017 Bonds, or the market price generally of obligations of the general character of the Series 2017 Bonds, has been adversely affected because (i) a general suspension of trading on the New York Stock Exchange shall have occurred or additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange, (ii) a general banking moratorium shall have been established by federal, New York or Tennessee authorities, or (iii) war or an outbreak of hostilities or other national or international calamity or crisis shall have occurred or any armed conflict shall have occurred or escalated to such a magnitude as in the reasonable opinion of the Representative of the Underwriters to have a materially adverse effect on the ability of the Underwriters to market the Series 2017 Bonds; or

(f) any rating on the Series 2017 Bonds is reduced or withdrawn by any major credit rating agency; or

(g) any new restriction on transactions in securities materially affecting the market for securities (including the imposition of any limitation on interest rates) or the extension of credit by, or a charge to the net capital requirements of, underwriters shall have been established by the New York Stock Exchange, the SEC, any other federal or State agency or the Congress of the United States, or by Executive Order.

11. Expenses. All expenses and costs of the Issuer incident to the performance of its obligations in connection with the authorization, issuance and sale of the Series

2017 Bonds to the Underwriters, including but not limited to the costs of pre-sale advertising of the Series 2017 Bonds, printing or reproducing the Preliminary Official Statement, the Official Statement, the Bond Resolution, the Blue Sky and legal investment surveys, and all ancillary papers, fees of consultants, including the fees of the accountants, fees and expenses of counsel to the Issuer, fees and expenses of Bond Counsel, rating agency fees, fees and expenses of the financial advisor, paying agent fees and expenses, and the fees and expenses of the Underwriters and of counsel to the Underwriters shall be paid from the proceeds of the Series 2017 Bonds. The Issuer shall pay for the travel, lodging, and meal expenses of its own employees and officials.

12. Reimbursement for Certain Liabilities.

(i) The Issuer shall indemnify and hold harmless, to the extent permitted by applicable law, the Underwriters, the directors, officer, employees, attorneys and agents of the Underwriters, and each person who controls the Underwriters, within the meaning of Section 15 of the Securities Act or Section 20 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), (the Underwriter and each such director, officer, employee, agent and person being herein referred to as an “Underwriter Protected Party”), against any and all losses, claims, damages or liabilities, joint or several, to which they or any of them may become subject under the Securities Act, the Exchange Act or other federal or state law or regulation, at common law or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon (a) a claim in connection with the public offering of the Series 2017 Bonds to the effect that the Series 2017 Bonds or any related security are required to be registered under the Securities Act or any indenture is required to be qualified under the Trust Indenture Act or (b) any untrue statement or alleged untrue statement of a material fact contained in the Preliminary Official Statement or the Official Statement (or in a supplement or amendment thereto) or the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; and, to the extent permitted by applicable law, the Issuer shall be liable to reimburse each such Underwriter Protected Party, as incurred, for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability or action; provided, however, that the Issuer will not be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon any such untrue statement or alleged untrue statement or omission or alleged omission made in the Preliminary Official Statement or the Official Statement, or in any amendment thereof or supplement thereto, in reliance upon and in conformity with written information furnished to the Issuer by or on behalf of any of the Underwriters specifically for inclusion therein. The obligation of the Issuer to provide indemnification pursuant to this Section 11 shall be effective only to the fullest extent permitted by applicable law, as to which no representation is made by the Issuer.

(ii) Each Underwriter, severally and not jointly, will indemnify and hold harmless the Issuer, together with each of its members, directors, officers and employees,

and each person who controls the Issuer within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act (the Issuer and each such member, director, officer, employee and person being herein referred to as an “Issuer Protected Party”), to the same extent as the foregoing reimbursement from the Issuer to the Underwriters, but only with reference to written information relating to any of the Underwriters furnished by any of the Underwriters specifically for use in the preparation of the Preliminary Official Statement or the Official Statement. This reimbursement agreement will be in addition to any liability which any Underwriter may otherwise have. The Issuer acknowledges that the statements under the caption “UNDERWRITING” in the Preliminary Official Statement and the Official Statement constitute the only information furnished in writing by or on behalf of the Underwriters for inclusion in the Preliminary Official Statement and the Official Statement.

(iii) For purposes of this Section 11, the term “Protected Party” shall include each Issuer Protected Party and each Underwriter Protected Party. In case any claim shall be made or action brought against a Protected Party for which reimbursement may be sought against any reimbursing party, as provided above, the Protected Party shall promptly notify the reimbursing party in writing setting forth the particulars of such claim or action (but the failure to so notify the indemnifying party shall not relieve it from liability under Sections 11 (i) and (ii) hereof unless and to the extent such failure results in the forfeiture by the indemnifying party of substantial rights and defenses) and the reimbursing party shall assume the defense thereof, including the retaining of counsel acceptable to such Protected Party and the payment of all expenses and shall have the right to negotiate and consent to settlement. A Protected Party shall have the right to retain separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Protected Party unless the employment of such counsel has been specifically authorized by the reimbursing party, or the reimbursing party shall not have employed counsel reasonably acceptable to the Protected Party to have charge of the defense of such action or proceeding, or the Protected Party shall have reasonably concluded that there may be defenses available to it which are different from or additional to those available to the reimbursing party (in which case the reimbursing party shall not have the right to direct the defense of such action or proceeding on behalf of the Protected Party), in any of which events, such legal or other expenses shall be borne by the reimbursing party. No party shall be liable for any settlement of any action effected without its consent, but if settled with the consent of the reimbursing party or if there is a final judgment for the plaintiff in any action with or without written consent of the reimbursing party, to the extent permitted by applicable law, the reimbursing party agrees to reimburse and hold harmless the Protected Parties to the extent of the provisions set forth above from and against any loss or liability by reason of such settlement or judgment. Any such settlement entered into without the consent of a Protected Party (1) must include an unconditional release of each Protected Party from all liability arising out of such action and (2) must not include a statement as to or an admission of fault, culpability or a failure to act, by or on behalf of any Protected Party.

(iv) If the reimbursement for which this Section 11 provides is unenforceable, or is unavailable to a Protected Party in respect of any losses, claims, damages or liabilities (or actions in respect thereof) of the type subject to reimbursement herein, then the reimbursing party shall, in lieu of reimbursing such Protected Party, and to the extent permitted by applicable law, contribute to the amount paid or payable by such Protected Party as a result of such losses, claims, damages or liabilities (or actions in respect thereof). In the case of the Issuer and the Underwriters, contribution shall be in such proportion as is appropriate to reflect the relative benefits received by the Issuer, on the one hand, and the Underwriters, on the other, from the sale of the Series 2017 Bonds. If, however, the allocation provided by the immediately preceding sentence is not permitted by applicable law, then the reimbursing party shall contribute, to the extent permitted by applicable law, to such amount paid or payable by such Protected Party in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the Issuer, on the one hand, and the Underwriters, on the other, in connection with the statements or omissions which resulted in such losses, claims, damages or liabilities (or action in respect thereof), as well as any other relevant equitable considerations. The relative benefits received by the Issuer, on the one hand, and the Underwriters, on the other, shall be deemed to be in the same proportion as the total proceeds of the sale of the Series 2017 Bonds paid to the Issuer pursuant to Section 6 hereof (before deducting expenses) bear to the underwriting discount received by the Underwriters (the difference between the initial public offering price for the Series 2017 Bonds and the price to be paid therefor by the Underwriters as set forth in the Official Statement under the caption "UNDERWRITING"). The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Issuer or the Underwriters and the parties' relative intent, knowledge, access to information, and opportunity to correct or prevent such untrue statement or omission. The Issuer and the Underwriters agree that it would not be just and equitable if contribution pursuant to this Section 11 were determined by pro rata allocation or by any other method of allocation which does not take account of the equitable considerations referred to above in this Section 11(iv). The amount paid or payable to any Protected Party as a result of the losses, claims, damages or liabilities (or actions in respect thereof) referred to above shall be deemed to include any legal or other expenses reasonably incurred by such Protected Party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this Section 11(iv), however, the Underwriters shall not be required to contribute an amount in excess of the amount by which such initial public offering price exceeds the amount of any damages which the Underwriters have otherwise been required to pay by reason of such untrue or alleged untrue statement or omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 10(b) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The Underwriters' obligations in this Section 11(iv) to contribute are several in proportion to their respective underwriting obligations and not joint.

13. Finders. The Issuer and the Underwriters each represent and warrant that no finder or other agent has been employed or consulted by it in connection with this transaction.

14. Notices. Any notice or other communication to be given to the Issuer under this Bond Purchase Agreement may be given by delivering the same in writing at the address of the Issuer set forth above and any such notice or other communication to be given to the Underwriters may be given by delivering the same in writing to the Representative, as follows: Morgan Stanley & Co. LLC, 1585 Broadway, 16th Floor, New York, New York 10036 (Attention: J.T. Knadler, Vice President).

15. Continuation of the Agreement. All representations, warranties and agreements hereunder of the Issuer shall remain operative and in full force and effect, regardless of any investigations made by or on behalf of the Underwriters and shall survive the Closing and any termination of this Bond Purchase Agreement by the Underwriters pursuant to the terms hereof.

16. Governing Law. This Bond Purchase Agreement shall be governed by the applicable laws of the State of Tennessee.

17. Counterparts. This Bond Purchase Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

18. Effective Date. This Bond Purchase Agreement shall become effective upon your acceptance hereof.

19. Miscellaneous.

(a) The Issuer acknowledges and agrees that: (i) the primary role of the Underwriters, as underwriters, is to purchase securities, for resale to investors, in an arm's-length commercial transaction between the Issuer and the Underwriters and that the Underwriters have financial and other interests that differ from those of the Issuer; (ii) the Underwriters are not acting as a municipal advisor, financial advisor, or fiduciary to the Issuer and have not assumed any advisory or fiduciary responsibility to the Issuer with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriters have provided other services or are currently providing other services to the Issuer on other matters); (iii) the only obligations the Underwriters have to the Issuer with respect to the transaction contemplated hereby expressly are set forth in this Bond Purchase Agreement; and (iv) the Issuer has consulted its own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it deems appropriate. If the Issuer would like a municipal advisor in this transaction that has legal fiduciary duties to the Issuer, then the Issuer is free to engage a municipal advisor to serve in that capacity.

(b) This Bond Purchase Agreement is made solely for the benefit of and is binding on each of the parties and their respective successors and assigns. It is the entire agreement of the parties, superseding all prior agreements, and may not be modified except in writing signed by all of the parties hereto.

(signature page follows)

Morgan Stanley & Co. LLC
Piper Jaffray & Co.
Raymond James & Associates, Inc.
Wells Fargo Securities, LLC

MORGAN STANLEY & CO. LLC
As Representative

By:

J.T. Knadler, Vice President

Accepted:

CITY OF CLARKSVILLE, TENNESSEE

BY:

Kim McMillan, Mayor

Exhibit A

CITY OF CLARKSVILLE, TENNESSEE

\$[_____]]
WATER, SEWER AND GAS REVENUE REFUNDING BONDS, SERIES 2017

Terms of Series 2017 Bonds

The Series 2017 Bonds shall be in the denomination of Five Thousand Dollars (\$5,000) or any integral multiple thereof. The Series 2017 Bonds shall be dated their date of issuance. Interest on the Series 2017 Bonds is payable at the rates per annum as set forth below, semi-annually on February 1 and August 1, commencing February 1, 2018. Interest on the Series 2017 Bonds will be calculated on the basis of a 30-day month and a 360-day year. The Series 2017 Bonds shall mature on the 1st day of February, in each of the years and the principal amounts as follows:

<u>Due</u> <u>February 1</u>	<u>Principal</u> <u>Amount (\$)</u>	<u>Interest Rate</u>	<u>Yield</u>
2022			
2023			
2024			
2025			
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
2036			
2037			
2038			

\$[_____] [_____] % Term Bond Due February 1, [____], Yield [_____]

*Denotes yield to the first optional redemption date of February 1, 2028

Optional Redemption of the Series 2017 Bonds

The Series 2017 Bonds maturing on or before February 1, 2028 may not be redeemed prior to their maturities. The Issuer may redeem Series 2017 Bonds maturing on or after February 1, 2029 at any time, in whole or in part, on or after February 1, 2028, at a price of par plus accrued interest to the redemption date.

Mandatory Redemption of the Series 2017 Bonds

The Series 2017 Bonds maturing on February 1, [____] are subject to scheduled mandatory redemption prior to maturity in part (as selected by DTC or its successor) at a redemption price equal to 100% of the principal amount thereof, plus accrued interest to the redemption date, in the following principal amounts and on the dates set forth below:

Redemption Date (February 1)	Principal Amount (\$)
---------------------------------	--------------------------

(Maturity)*

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such mandatory redemption date, the Issuer, may (i) deliver to the Registration Agent for cancellation the Series 2017 Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Series 2017 Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and canceled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Series 2017 Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the Issuer on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Series 2017 Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The Issuer shall, on or before the forty-fifth (45th) day next preceding each payment date, furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this paragraph are to be availed of with

respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.

Selection of Bonds for Redemption

If less than all of the Series 2017 Bonds are to be redeemed, the Registration Agent, upon written instruction from the Issuer, shall select the Series 2017 Bonds for redemption from such maturity dates and in such amounts as are selected by the Issuer. If less than all of the Series 2017 Bonds within a single maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

(i) if the Series 2017 Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the Series 2017 Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or

(ii) if the Series 2017 Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Series 2017 Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine. In any event, the portion of any Series 2017 Bond to be redeemed in part shall be in the principal amount of \$5,000 or any integral multiple thereof.

Exhibit B

CERTIFICATE OF CITY OF CLARKSVILLE, TENNESSEE

I, Kim McMillan, Mayor of the City of Clarksville, Tennessee (the "Issuer"), hereby certify on the date hereof, being the date of delivery of and payment for the Issuer's Water, Sewer and Gas Revenue Refunding Bonds, Series 2017 (the "Series 2017 Bonds"), that: (a) the representations and warranties of the Issuer contained in the Bond Purchase Agreement dated December [____], 2017 (the "Purchase Agreement") are true and correct in all material respects as of the Closing Date and all of the obligations required under or specified in the Purchase Agreement to be performed by the Issuer at or prior to the Closing have been performed; (b) the Issuer has complied or is presently in compliance with all agreements and has satisfied all conditions on its part to be observed or satisfied under the Purchase Agreement and the Bond Resolution at or prior to the Closing; (c) since the respective dates as of which information is given in the Official Statement and except as set forth therein, there has not been any material adverse change in the condition, financial or otherwise, of the Issuer; and (d) the Issuer has no knowledge or reason to believe that the Official Statement as of its date or as of the date hereof makes an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading.

Unless the context indicates otherwise, all terms not otherwise defined herein shall have the meaning ascribed to them in the Purchase Agreement.

Dated this [____] day of December, 2017.

CITY OF CLARKSVILLE,
TENNESSEE

By: _____
Kim McMillan, Mayor

Exhibit C

(Proposed Opinion of City Attorney)

December [____], 2017

Bass, Berry & Sims PLC
150 Third Avenue South, Suite 2800
Nashville, Tennessee 37201

Morgan Stanley & Co. LLC,
as Representative of the Underwriters
1585 Broadway
New York, New York 10036

Re: City of Clarksville, Tennessee Water, Sewer and Gas Revenue Refunding Bonds, Series 2017 (the “Series 2017 Bonds”)

Ladies and Gentlemen:

As the duly appointed and acting City Attorney for the City of Clarksville, Tennessee (the "Issuer"), I am familiar with the matters relating to the issuance by the Issuer of its Water, Sewer and Gas Revenue Refunding Bonds, Series 2017 (the “Series 2017 Bonds”).

In my capacity as City Attorney, I have examined and relied upon originals and copies, certified or otherwise identified to my satisfaction of the following:

- (i) the resolutions of the City Council of the Issuer (the “City Council”) adopted on November 30, 2017, supplementing and amending the resolution of the City Council adopted on February 7, 1985, as supplemented and amended February 1, 1991, November 7, 1991, October 1, 1992, May 1, 1997, November 5, 1998, and June 1, 2001, as amended and restated on May 6, 2004, as further supplemented and amended on March 29, 2007, April 7, 2011, June 6, 2013, and May 5, 2016 (collectively, the “Senior Lien Bond Resolution”);

- (ii) the Official Statement dated December [____], 2017 used in the marketing of the Series 2017 Bonds (the "Official Statement");
- (iii) the Bond Purchase Agreement, dated December [____], 2017 between the Issuer and Morgan Stanley & Co. LLC, as representative of the underwriters of the Bonds (the "Bond Purchase Agreement");
- (iv) the provisions of Chapter 44, Title 8, *Tennessee Code Annotated*, as amended (the "Open Meetings Act");
- (v) the Continuing Disclosure Certificate of the Issuer; and
- (vi) such other documents and proofs as I have considered necessary for the purposes of rendering this opinion.

I have assumed the authenticity of all signatures (other than those of officials of the Issuer) on documents submitted to me as certified, conformed or photostatic copies. I am admitted to the Bar of the State of Tennessee, and I express no opinion as to the laws of any jurisdiction other than the State of Tennessee. I further express no opinion as to the tax-exempt status of the Bonds.

Based on the foregoing, I am of the opinion as follows:

1. The Issuer is a municipal corporation, lawfully organized and existing under the laws of the State of Tennessee, and has the right and authority under Tennessee law, to adopt the Bond Resolution.

2. The execution, delivery and performance, as applicable, by the Issuer of the Series 2017 Bonds, the Bond Resolution, the Official Statement and the Continuing Disclosure Certificate have been duly authorized and approved by all necessary action of the Issuer. No provision or action heretofore taken by the City Council pertaining to the authorization and issuance of the Series 2017 Bonds, including but not limited to the Bond Resolution, has been repealed, revoked or amended (except as noted in (i) and (ii) above), and said Bond Resolution is in full force and effect according to its terms.

3. To the best of my knowledge after due inquiry, the execution, delivery and performance, as applicable, by the Issuer, of its obligations under the Bond Resolution, the Series 2017 Bonds, the Bond Purchase Agreement, the Official Statement and the Continuing Disclosure Certificate, the adoption of the Bond Resolution, and compliance

with the provisions of the foregoing under the circumstances contemplated thereby, do not and will not in any material respect conflict with or constitute on the part of the Issuer a breach or default under any agreement, trust agreement, loan agreement, bond, note, resolution, ordinance or other instrument or legal restriction to which the Issuer is a part or is otherwise subject or any existing law or administrative regulation, or any court order, judgment or consent decree to which the Issuer is subject and do not result in or require the creation of any lien, security interest or other charge or encumbrance upon or with respect to any properties of the Issuer other than as may be contemplated by the Bond Resolution. To my knowledge, the Issuer is not in default under the terms and provisions of the Bond Resolution.

4. No authorization, consent, waiver, approval or other action by and no notice to or filing or registration with, any officer, board, authority, agency or instrumentality of the Issuer, not already obtained, was required as of the date the City Council adopted the Bond Resolution, or is or was required as of the date hereof for the due execution, delivery and performance, as applicable by the Issuer of the Series 2017 Bonds, the Bond Resolution, the Bond Purchase Agreement, the Official Statement and the Continuing Disclosure Certificate.

5. The Issuer is lawfully organized and all present officials thereof have good and sufficient title to their respective official positions. The Honorable Kim McMillan is the duly elected, qualified and acting Mayor of the Issuer.

6. The requirements of the Open Meetings Act as they relate to regular and special meetings, as applicable, of the City Council were fulfilled with respect to its November 30, 2017 meeting.

7. The Issuer has good right and lawful authority to operate, maintain and improve the water, sewer and gas systems of the Issuer and to fix, establish and maintain or cause to be fixed, established and maintained rates and charges for the provision and sale of water, sewer and gas services and to perform all its obligations under the Bond Resolution in those respects.

8. Except as disclosed in the Official Statement, no litigation of any nature is now pending, or, to the knowledge of the undersigned, threatened, seeking to restrain or enjoin the Issuer's execution and delivery of the Series 2017 Bonds, or the collection of revenues sufficient to pay the principal amount of the Series 2017 Bonds or interest thereon, or in any manner questioning the proceedings and authority therefor or affecting the validity of said Series 2017 Bonds or the revenues of the System securing the Series

2017 Bonds; that neither the existence nor the present boundaries of the Issuer nor the title of the present officers to their respective offices is being contested; that no authority or proceeding for the execution and delivery of said Series 2017 Bonds has been repealed, revoked or rescinded; and that there has been no change in the status of pending litigation from that indicated in the Official Statement.

9. The 2017 legislative session of the General Assembly of the State of Tennessee has adjourned and no legislation was been passed during such 2017 session affecting the power and authority of the Issuer to execute and deliver the Series 2017 Bonds.

Without having undertaken to determine independently the accuracy and completeness of the statements contained in the Official Statement, nothing has come to my attention that would lead me to believe that the Official Statement as of its date or as of the date hereof contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

I do not express any opinion regarding the Series 2017 Bonds except as expressly set forth above.

I hereby consent to the reference to me in the Official Statement.

Yours very truly,

Lance Baker, Esq.
City Attorney
City of Clarksville, Tennessee

Exhibit D

[FORM OF SUPPLEMENTAL OPINION OF BOND COUNSEL]

[Letterhead of Bass, Berry & Sims PLC]

December [____], 2017

Morgan Stanley & Co. LLC,
as Representative
1585 Broadway
New York, New York
10036

Ladies and Gentlemen:

With respect to the issuance by the City of Clarksville, Tennessee (the "Issuer") of its Water, Sewer and Gas Revenue Refunding Bonds, Series 2017 (the "Series 2017 Bonds"), this opinion is furnished to you pursuant to Section 8(h) of that certain Bond Purchase Agreement, dated December [____], 2017 (the "Purchase Agreement"), by and between the Issuer and you, as Representative of the Underwriters (collectively, the "Underwriters"). We have reviewed such documents and proceedings and matters of law, as we have considered necessary or appropriate for the purpose of this opinion. Unless the context indicates otherwise, all terms not otherwise defined herein shall have the meaning ascribed to such terms in the Purchase Agreement.

On the basis of our review, we are of the opinion that:

1. The Purchase Agreement has been duly authorized, executed and delivered by the Issuer and, assuming due authorization, execution and delivery by the other parties thereto, constitutes a valid and legally binding agreement of the Issuer enforceable in accordance with its terms, subject to any applicable bankruptcy, insolvency, reorganization or similar laws affecting the enforcement of creditors' rights generally and the application of equitable principles where equitable remedies are sought.

2. The Continuing Disclosure Certificate by the Issuer dated December [____], 2017 has been duly authorized, executed and delivered by the Issuer and constitutes a valid and legally binding agreement of the Issuer enforceable in accordance with its terms.

3. The information in the Official Statement under the captions "DESCRIPTION OF THE SERIES 2017 BONDS," "SECURITY AND SOURCES OF

PAYMENT FOR THE SERIES 2017 BONDS,” “TAX MATTERS,” and “Appendix B - Certain Provisions of the Senior Lien Bond Resolution” insofar as such information purports to summarize certain provisions of the Series 2017 Bonds, the security and sources of payment therefore, the provisions of the Senior Bond Resolution (other than financial or statistical data or descriptions of the book-entry-only system), the Internal Revenue Code of 1986, as amended, and our opinion of even date herewith approving the validity of the Series 2017 Bonds are accurate and fair statements or summaries.

4. Under existing laws, the Series 2017 Bonds may be offered and sold without registration under the Securities Act of 1933, as amended, and the Bond Resolution (as defined in the Purchase Agreement) is not required to be qualified under the Trust Indenture Act of 1939, as amended.

This letter is furnished by us as bond counsel to the Issuer. No attorney-client relationship has existed or exists between our firm and yourselves in connection with the Series 2017 Bonds or by virtue of this letter and we have no obligation to update this letter. This letter is delivered to you as Underwriters of the Series 2017 Bonds, is solely for your benefit as such Underwriters and is not to be used, circulated, quoted or otherwise referred to or relied upon for any other purpose or by any other person without our consent. This letter is not intended to be relied upon by owners of the Series 2017 Bonds.

Very truly yours,

Exhibit E

[FORM OF OPINION OF UNDERWRITERS COUNSEL]

[Adams and Reese LLP Letterhead]

December [____], 2017

Morgan Stanley & Co. LLC,
as Representative
1585 Broadway
New York, New York
10036

CITY OF CLARKSVILLE, TENNESSEE

\$[_____]

WATER, SEWER AND GAS REVENUE REFUNDING BONDS, SERIES 2017

Ladies and Gentlemen:

We have acted as counsel for the Underwriters (the "Underwriters") named in the Bond Purchase Agreement dated December [____], 2017 (the "Bond Purchase Agreement") between the City of Clarksville, Tennessee (the "Issuer") and you, as Representative of the Underwriters, in connection with purchase and sale by the Underwriters of the Issuer's Water, Sewer and Gas Revenue Refunding Bonds, Series 2017 (the "Series 2017 Bonds"), upon their initial issuance and delivery. Capitalized terms defined in the Bond Purchase Agreement are used with the same meanings herein.

As such counsel, we have reviewed such documents and have made such investigations of law as we have deemed relevant and necessary as the basis for the opinion hereinafter expressed.

Under existing laws, the Series 2017 Bonds may be offered and sold without registration under the Securities Act of 1933, as amended, and the Bond Resolution is not required to be qualified under the Trust Indenture Act of 1939, as amended.

We are not passing upon, and assume no responsibility for, the accuracy, completeness or fairness of the statements contained in the Official Statement. Without having undertaken to determine independently the accuracy, completeness or fairness of the statements contained in the Official Statement, but on the basis of our conferences with representatives of the Issuer, Bond Counsel and the Underwriters and our

examination of certain documents referred to in the Official Statement, nothing has come to our attention which would lead us to believe that the Official Statement (except for the financial, forecast, technical or statistical data and the information respecting The Depository Trust Company included therein, as to which we do not express an opinion) contains an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

We are of the further opinion that the Continuing Disclosure Certificate complies as to form in all material respects with the requirements of paragraph (b)(5) of the Rule. In addition, but limited to and based solely upon our reliance on the Issuer's representations contained in or relied upon in certain of the documents, instruments, certificates and opinions included in the transcript of proceedings of the Series 2017 Bonds, we are of the opinion, assuming the historical, current and continuing accuracy of such representations, that the undertakings contained in the Continuing Disclosure Certificate provide a suitable basis for the Underwriters to reasonably determine that the Issuer has undertaken to provide the information required to be provided in connection with the primary offering of the Series 2017 Bonds pursuant to paragraph (b)(5)(i) of the Rule. We do not opine upon the enforceability of the Continuing Disclosure Certificate and have relied upon the opinion of Bond Counsel to the Issuer that the Continuing Disclosure Certificate has been duly authorized, executed and delivered and constitutes a valid and binding obligation upon the Issuer.

We have not passed upon, and the foregoing is subject to, the validity of the Series 2017 Bonds and the exclusion from gross income for federal income tax purposes of the interest on the Series 2017 Bonds, as to which we understand that you are relying upon the opinion, dated the date hereof, of Bass, Berry & Sims PLC, Nashville, Tennessee.

We assume no responsibility for updating this opinion to take into account any event, action, interpretation or change of law occurring subsequent to the date hereof that may affect the validity of any of the opinions expressed herein. This opinion is furnished by us solely for the benefit of the Underwriters for use in connection with the transactions contemplated by the Bond Purchase Agreement and it may not be furnished or quoted to, or relied upon by, any other person, without our prior written consent, except that this opinion may be included in a transcript of proceedings in connection with the issuance of the Series 2017 Bonds.

Very truly yours,

Exhibit F

FINANCIAL ADVISOR CERTIFICATE WITH RESPECT TO THE PRELIMINARY
OFFICIAL STATEMENT AND OFFICIAL STATEMENT IN CONNECTION WITH
THE CITY OF CLARKSVILLE, TENNESSEE

\$[_____]]
WATER, SEWER AND GAS REVENUE REFUNDING BONDS, SERIES 2017

The undersigned, an authorized officer of PFM Financial Advisors LLC, Memphis, Tennessee, Financial Advisor, in connection with the issuance of the City of Clarksville, Tennessee Water, Sewer and Gas Revenue Refunding Bonds, Series 2017 (the "Series 2017 Bonds"), hereby certifies that we have participated in the preparation of the Preliminary Official Statement dated December [____], 2017 and Official Statement dated December [____], 2017, both relating to the Series 2017 Bonds, and that the information contained in the Preliminary Official Statement and the Official Statement accurately reflects information received from public records, discussions with public officials and employees and other sources which we believe are reliable; provided, however, that we have not made an independent investigation of the information supplied to us in the preparation of the Preliminary Official Statement and the Official Statement, and we are not passing upon or warranting the truth or the accuracy of such information. To the best of our knowledge and belief (a) the Preliminary Official Statement did not, as of its date, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, (b) as of the date hereof, the Official Statement does not contain an untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, and (c) as of this date there has been no material adverse change in the financial condition or financial affairs of the City of Clarksville, Tennessee since the date of issuance of said Official Statement on December [____], 2017.

Dated this [____] day of December, 2017.

PFM FINANCIAL ADVISORS LLC

By:

Its:

Exhibit G

ISSUE PRICE CERTIFICATE

CITY OF CLARKSVILLE, TENNESSEE

\$_[] WATER, SEWER AND GAS REVENUE REFUNDING BONDS, SERIES 2017

The undersigned, as Representative (the “Representative”) of the Underwriters (as defined in the Bond Purchase Agreement), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned bonds (the “Bonds”).

1. ***Sale of the General Rule Maturities.*** For each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public on the Sale Date is the respective price listed in Schedule A.

2. ***Initial Offering Price of the Hold-the-Offering-Price-Maturities.***

(a) The Representative offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the “Initial Offering Prices”) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this Certificate as Schedule B.

(b) As set forth in the Bond Purchase Agreement for the Bonds, the Representative has agreed in writing that, for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the unsold Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “hold-the-offering-price rule”). Pursuant to such agreement, the Representative did not offer or sell any unsold Bonds of any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

3. ***Defined Terms.***

(a) *General Rule Maturities* means those Maturities of the Bonds shown in Schedule A hereto as the “General Rule Maturities.”

(b) *Hold-the-Offering-Price Maturities* means those Maturities of the Bonds shown in Schedule A hereto as the “Hold-the-Offering-Price Maturities.”

(c) *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date, or (ii) the date on which the Underwriter has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at a price that is no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(d) *Issuer* means the City of Clarksville, Tennessee.

(e) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(f) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than a Regulatory Underwriter or a related party to a Regulatory Underwriter. A purchaser of any of the Bonds is a “related party” to a Regulatory Underwriter if the Regulatory Underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profit interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

(g) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is December [___], 2017.

(h) *Regulatory Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Representative’s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Bass, Berry & Sims PLC, Bond Counsel to the Issuer, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

Dated this [___] day of December, 2017.

MORGAN STANLEY & CO. LLC,
as Representative of the Underwriters

By: _____
J.T. Knadler, Vice President

EXHIBIT B

FORM OF ESCROW AGREEMENT

(attached)

CITY OF CLARKSVILLE, TENNESSEE

\$_____ WATER, SEWER AND GAS REVENUE REFUNDING BONDS, SERIES 2017

REFUNDING ESCROW AGREEMENT

This Refunding Escrow Agreement is made and entered into as of _____, 2017, by and between the City of Clarksville, Tennessee (the "Issuer") and U.S. Bank National Association (the "Agent").

WITNESSETH:

WHEREAS, the Issuer has determined to provide for payment of the debt service requirements of certain of its outstanding debt obligations, as described herein (the "Outstanding Obligations") by depositing in escrow with the Agent funds sufficient to pay the principal of and interest on the Outstanding Obligations as set forth on Exhibit A hereto; and

WHEREAS, in order to obtain the funds needed to refund the Outstanding Obligations, the Issuer has authorized and issued its Water, Sewer and Gas Revenue Refunding Bonds, Series 2017 (the "Refunding Bonds"); and

WHEREAS, a portion of the proceeds derived from the sale of the Refunding Bonds will be deposited in escrow with the Agent hereunder and applied to the purchase of certain securities described herein, the principal amount thereof together with interest thereon to mature at such times and in such amounts as shall be sufficient to pay when due all of the principal of and interest on the Outstanding Obligations as set forth on Exhibit A; and

WHEREAS, in order to create the escrow hereinabove described, provide for the deposit of said Refunding Bond proceeds and other funds of the Issuer and the application thereof, and to provide for the payment of the Outstanding Obligations, the parties hereto do hereby enter into this Agreement;

NOW, THEREFORE, the Issuer, in consideration of the foregoing and the mutual covenants herein set forth and in order to secure the payment of the Outstanding Obligations according to their tenor and effect, does by these presents hereby grant, warrant, demise, release, convey, assign, transfer, alien, pledge, set over and confirm, to the Agent, and to its successors hereunder, and to it and its assigns forever, in escrow, all and singular the property hereinafter described to wit:

DIVISION I

All right, title and interest of the Issuer in and to \$_____ derived from the proceeds of the sale of the Refunding Bonds and \$_____ derived from other funds of the Issuer.

DIVISION II

All right, title and interest of the Issuer in and to the Government Securities purchased with the funds described in Division I hereof and more particularly described in Exhibit B, attached hereto, and to all income, earnings and increment derived from or accruing to the Government Securities.

DIVISION III

Any and all other property of every kind and nature from time to time hereafter, by delivery or by writing of any kind, conveyed, pledged, assigned or transferred in escrow hereunder by the Issuer or by anyone in its behalf to the Agent, which is hereby authorized to receive the same at any time to be held in escrow hereunder.

DIVISION IV

All property that is by the express provisions of this Agreement required to be subject to the pledge hereof and any additional property that may, from time to time hereafter, by delivery or by writing of any kind, be subject to the pledge hereof, by the Issuer or by anyone in its behalf, and the Agent is hereby authorized to receive the same at any time to be held in escrow hereunder.

TO HAVE AND TO HOLD, all and singular, the escrowed property, including all additional property which by the terms hereof has or may become subject to this Agreement, unto the Agent, and its successors and assigns, forever.

The escrowed property shall be held in escrow for the benefit and security of the owners from time to time of the Outstanding Obligations; but if the principal of and interest on the Outstanding Obligations shall be fully and promptly paid when due in accordance with the terms hereof, then this Agreement shall be and become void and of no further force and effect, otherwise the same shall remain in full force and effect, subject to the covenants and conditions hereinafter set forth.

ARTICLE I. DEFINITIONS AND CONSTRUCTION

SECTION I.1 Definitions. In addition to words and terms elsewhere defined in this Agreement, the following words and terms as used in this Agreement shall have the following meanings, unless some other meaning is plainly intended:

“Agreement” means this Refunding Escrow Agreement;

“Escrow Fund” shall have the meaning ascribed to it in Section 2.1 hereof;

“Escrow Property”, “escrow property” or “escrowed property” means the property, rights and interest of the Issuer that are described in Divisions I through IV of this Agreement and hereinabove conveyed in escrow to the Agent;

“Government Securities” means obligations and securities described in Section 9-21-914, Tennessee Code Annotated;

“Outstanding Obligations” means, collectively, the Issuer’s Water, Sewer and Gas Revenue Refunding Bonds, Series 2011, maturing _____ and Water, Sewer and Gas Revenue Refunding Bonds, Series 2013, maturing _____; and

“Written Request” means a request in writing signed by the Mayor of the Issuer or by any other officer or official of the Issuer duly authorized by the Issuer to act in the place of the Mayor.

SECTION I.2 Construction. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Words importing the singular number shall include the plural number and vice versa unless the context shall otherwise indicate. The word “person” shall include corporations, associations, natural persons and public bodies unless the context shall otherwise indicate. Reference to a person other than a natural person shall include its successors.

ARTICLE II. ESTABLISHMENT AND ADMINISTRATION OF FUNDS

SECTION II.1 Creation of Escrow; Deposit of Funds. The Issuer hereby creates and establishes with the Agent a special and irrevocable escrow composed of the Escrowed Property and hereby deposits with the Agent and the Agent hereby acknowledges receipt of \$_____ as described in Division I hereof. The monies so deposited, together with investment income therefrom, is herein referred to as the “Escrow Fund” and shall constitute a fund to be held by the Agent as a part of the Escrowed Property created, established, and governed by this Agreement.

SECTION II.2 Investment of Funds. The monies described in Section 2.1 hereof shall be held or invested as follows:

- (a) the amount of \$_____ shall be used to purchase the Government Securities described on Exhibit B attached hereto; and
- (b) the amount of \$_____ shall be held as cash in a non-interest-bearing account.

Except as provided in Sections 2.4 and 2.6 hereof, the investment income from the Government Securities in the Escrow Fund shall be credited to the Escrow Fund and shall not be reinvested. The Agent shall have no power or duty to invest any monies held hereunder or to make substitutions of Government Securities held hereunder or to sell, transfer, or otherwise dispose of the Government Securities acquired hereunder except as provided herein.

SECTION II.3 Disposition of Escrow Funds. The Agent shall without further authorization or direction from the Issuer collect the principal and interest on the Government Securities promptly as the same shall fall due. From the Escrow Fund, to the extent that monies therein are sufficient for such purpose, the Agent, as paying agent for the Outstanding Obligations, shall make timely payments to holders of the Outstanding Obligations of monies sufficient for the payment of the principal of and interest on the Outstanding Obligations as the same shall become due and payable. Amounts and dates of principal and interest payments with respect to the Outstanding Obligations are set forth on Exhibit A. Payment on the dates to the holder of the Outstanding Obligations in accordance with Exhibit A shall constitute full performance by the Agent of its duties hereunder with respect to the payment(s). The Issuer represents and warrants that the Escrow Fund, if held, invested and disposed of by the Agent in accordance with the provisions of this Agreement, will be sufficient to make the foregoing payments. No paying agent fees, fees and expenses of the Agent, or any other costs and expenses associated with the Refunding Bonds or the Outstanding Obligations shall be paid from the Escrow Fund, and the Issuer agrees to pay all such fees, expenses, and costs from its legally available funds as such payments become due. When the Agent has made all required payments of principal and interest on the Outstanding

Obligations to the paying agent as hereinabove provided, the Agent shall transfer any monies or Government Securities then held hereunder to the Issuer and this Agreement shall terminate.

SECTION II.4 Excess Funds. Except as provided in Section 2.6 hereof, amounts held by the Agent, representing interest on the Government Securities in excess of the amount necessary to make the corresponding payment of principal and/or interest on the Outstanding Obligations, shall be held by the Agent without interest and shall be applied before any other Escrow Fund monies to the payment of the next ensuing principal and/or interest payment on the Outstanding Obligations. Upon retirement of all the Outstanding Obligations, the Agent shall pay any excess amounts remaining in the Escrow Fund to the Issuer.

SECTION II.5 Reports. The Agent shall deliver to the City Clerk of the Issuer, within 90 days of the close of the Issuer's fiscal year, a report current as of the end of such fiscal year, which shall summarize all transactions relating to the Escrow Fund effected during the immediately preceding fiscal year of the Issuer and which also shall set forth all assets in the Escrow Fund as of the end of such fiscal year and set forth opening and closing balances thereof for that fiscal year. The Agent shall also deliver to the City Clerk, within 90 days following the final disposition of funds herefrom, a report summarizing all transactions relating to the Escrow Fund effected during the term thereof.

SECTION II.6 Investment of Moneys Remaining in Escrow Fund. The Agent may invest and reinvest any monies remaining from time to time in the Escrow Fund until such time as they are needed. Such monies shall be invested in Government Securities, maturing no later than the next interest payment date of the Outstanding Obligations, or for such periods or at such interest rates as the Agent shall be directed by Written Request, provided, however, that the Issuer shall furnish the Agent, as a condition precedent to such investment, with an opinion from nationally recognized bond counsel stating that such investment is not inconsistent with the statutes and regulations applicable to the Refunding Bonds and Outstanding Obligations. Any interest income resulting from reinvestment of monies pursuant to this Section 2.6 shall be applied first to the payment of principal of and interest on the Outstanding Obligations to the extent the Escrow is or will be insufficient to retire the Outstanding Obligations as set forth on Exhibit A and any excess shall be paid to the Issuer to be applied to the payment of the Refunding Bonds or the expenses of issuance thereof.

SECTION II.7 Irrevocable Escrow Created. The deposit of monies, Government Securities, matured principal amounts thereof, and investment proceeds therefrom in the Escrow Fund shall constitute an irrevocable deposit of said monies and Government Securities for the benefit of the holders of the Outstanding Obligations, except as provided herein with respect to amendments permitted under Section 4.1 hereof. All the funds and accounts created and established pursuant to this Agreement shall be and constitute escrow funds for the purposes provided in this Agreement and shall be kept separate and distinct from all other funds of the Issuer and the Agent and used only for the purposes and in the manner provided in this Agreement.

SECTION II.8 Redemption of Outstanding Obligations. The Outstanding Obligations shall be redeemed as stated on Exhibit C attached hereto. The Agent, as registration and paying agent for the Outstanding Obligations, is hereby authorized and directed to give notice of redemption of the Outstanding Obligations to the holders of the Outstanding Obligations in substantially the form of notice in Exhibit C not less than thirty (30) days nor more than sixty (60) days prior to the redemption date of February 1, 2017 in accordance with the resolution authorizing the Outstanding Obligations.

ARTICLE III.
CONCERNING THE AGENT

SECTION III.1 Appointment of Agent. The Issuer hereby appoints the Agent as escrow agent under this Agreement.

SECTION III.2 Acceptance by Agent. By execution of this Agreement, the Agent accepts the duties and obligations as Agent hereunder. The Agent further represents that it has all requisite power, and has taken all corporate actions necessary to execute the escrow hereby created.

SECTION III.3 Liability of Agent. The Agent shall be under no obligation to inquire into or be in any way responsible for the performance or nonperformance by the Issuer or any paying agent of its obligations, or to protect any of the Issuer's rights under any bond proceedings or any of the Issuer's other contracts with or franchises or privileges from any state, county, Issuer or other governmental agency or with any person. The Agent shall not be liable for any act done or step taken or omitted to be taken by it, or for any mistake of fact or law, or anything which it may do or refrain from doing, except for its own gross negligence or willful misconduct in the performance or nonperformance of any obligation imposed upon it hereunder. The Agent shall not be responsible in any manner whatsoever for the recitals or statements contained herein or in the Outstanding Obligations or in the Refunding Bonds or in any proceedings taken in connection therewith, but they are made solely by the Issuer. The Agent shall have no lien whatsoever upon any of the monies or investments in the Escrow Fund for the payment of fees and expenses for services rendered by the Agent under this Agreement.

The Agent shall not be liable for the accuracy of the calculations as to the sufficiency of Escrow Fund monies and Government Securities and the earnings thereon to pay the Outstanding Obligations. So long as the Agent applies any monies, the Government Securities and the interest earnings therefrom to pay the Outstanding Obligations as provided herein, and complies fully with the terms of this Agreement, the Agent shall not be liable for any deficiencies in the amounts necessary to pay the Outstanding Obligations caused by such calculations. The Agent shall not be liable or responsible for any loss resulting from any investment made pursuant to this Agreement and in full compliance with the provisions hereof.

In the event of the Agent's failure to account for any of the Government Securities or monies received by it, said Government Securities or monies shall be and remain the property of the Issuer in escrow for the benefit of the holders of the Outstanding Obligations, as herein provided, and if for any improper reason such Government Securities or monies are applied to purposes not provided for herein or misappropriated by the Agent, the assets of the Agent shall be impressed with a trust for the amount thereof until the required application of such funds shall be made or such funds shall be restored to the Escrow Fund.

SECTION III.4 Permitted Acts. The Agent and its affiliates may become the owner of or may deal in the Refunding Bonds or Outstanding Obligations as fully and with the same rights as if it were not the Agent.

SECTION III.5 Exculpation of Funds of Agent. Except as set forth in Section 3.3, none of the provisions contained in this Agreement shall require the Agent to use or advance its own funds or otherwise incur personal financial liability in the performance of any of its duties or the exercise of any of

its rights or powers hereunder. The Agent shall be under no liability for interest on any funds or other property received by it hereunder, except as herein expressly provided.

SECTION III.6 Payment of Deficiency by Issuer. The Issuer agrees that it will promptly and without delay remit or cause to be remitted to the Agent within ten (10) days after receipt of the Agent's written request, such additional sum or sums of money as may be necessary in excess of the sums provided for under Section 2.1 hereof to assure the payment when due of the principal of, premium, if any, and interest on the Outstanding Obligations.

SECTION III.7 No Redemption or Acceleration of Maturity. The Agent will not pay any of the principal of or interest on the Outstanding Obligations, except as provided in Exhibit A attached hereto and will not redeem or accelerate the maturity of any of the Outstanding Obligations except as provided in Section 2.8 hereof.

SECTION III.8 Qualifications of Agent. There shall at all times be an Agent hereunder that shall be a corporation or banking association organized and doing business under the laws of the United States or any state, authorized under the laws of its incorporation to exercise the powers herein granted, having a combined capital, surplus, and undivided profits of at least \$75,000,000 and subject to supervision or examination by federal or state authority. If such corporation or association publishes reports of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this paragraph the combined capital, surplus, and undivided profits of such corporation or association shall be deemed to be its combined capital, surplus, and undivided profits as set forth in its most recent report of condition as published. In case at any time the Agent shall cease to be eligible in accordance with the provisions of this section, the Agent shall resign immediately in the manner and with the effect specified herein.

SECTION III.9 Resignation of Agent. The Agent may at any time resign by giving direct written notice to the Issuer and by giving the holders of the Outstanding Obligations notice by first-class mail of such resignation. Upon receiving such notice of resignation, the Issuer shall promptly appoint a successor escrow agent by resolution of its governing body. If no successor escrow agent shall have been appointed and have accepted appointment within thirty (30) days after the publication of such notice of resignation, the resigning Agent may petition any court of competent jurisdiction located in Montgomery County, Tennessee for the appointment of a successor, or any holder of the Outstanding Obligations may, on behalf of himself and others similarly situated, petition any such court for the appointment of a successor. Such court may thereupon, after such notice, if any, as it may deem proper, appoint a successor meeting the qualifications set forth in Section 3.8. The Agent shall serve as escrow agent hereunder until its successor shall have been appointed and such successor shall have accepted the appointment.

SECTION III.10 Removal of Agent. In case at any time the Agent shall cease to be eligible in accordance with the provisions of Section 3.8 hereof and shall fail to resign after written request therefor by the Issuer or by any holder of the Outstanding Obligations, or the Agent shall become incapable of acting or shall be adjudged a bankrupt or insolvent or a receiver of the Agent or any of its property shall be appointed, or any public officer shall take charge or control of the Agent or its property or affairs for the purpose of rehabilitation, conservation, or liquidation, then in any such case, the Issuer may remove the Agent and appoint a successor by resolution of its governing body or any such bondholder may, on behalf of himself and all others similarly situated, petition any court of competent jurisdiction situated in the Issuer for the removal of the Agent and the appointment of a successor. Such court may thereupon, after such notice, if any, as it may deem proper, remove the Agent and appoint a

successor who shall meet the qualifications set forth in Section 3.8. Unless incapable of serving, the Agent shall serve as escrow agent hereunder until its successor shall have been appointed and such successor shall have accepted the appointment.

The holders of a majority in aggregate principal amount of all the Outstanding Obligations at any time outstanding may at any time remove the Agent and appoint a successor by an instrument or concurrent instruments in writing signed by such bondholders and presented, together with the successor's acceptance of appointment, to the Issuer and the Agent.

Any resignation or removal of the Agent and appointment of a successor pursuant to any of the provisions of this Agreement shall become effective upon acceptance of appointment by the successor as provided in Section 3.11 hereof.

SECTION III.11 Acceptance by Successor. Any successor escrow agent appointed as provided in this Agreement shall execute, acknowledge and deliver to the Issuer and to its predecessor an instrument accepting such appointment hereunder and agreeing to be bound by the terms hereof, and thereupon the resignation or removal of the predecessor shall become effective and such successor, without any further act, deed or conveyance, shall become vested with all the rights, powers, duties and obligations of its predecessor, with like effect as if originally named as Agent herein; but, nevertheless, on Written Request of the Issuer or the request of the successor, the predecessor shall execute and deliver an instrument transferring to such successor all rights, powers and escrow property of the predecessor. Upon request of any such successor, the Issuer shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor all such rights, powers and duties. No successor shall accept appointment as provided herein unless at the time of such acceptance such successor shall be eligible under the provisions of Section 3.8 hereof.

Any corporation into which the Agent may be merged or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which the Agent shall be a party, or any corporation succeeding to the business of the Agent, shall be the successor of the Agent hereunder without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding, provided that such successor shall be eligible under the provisions of Section 3.8 hereof.

SECTION III.12 Payment to Agent. The Issuer agrees to pay the Agent, as reasonable and proper compensation under this Agreement, the sum of \$____, payable on the date hereof. The Agent shall be entitled to reimbursement of all advances, counsel fees and expenses, and other costs made or incurred by the Agent in connection with its services and/or its capacity as Agent or resulting therefrom. In addition, the Issuer agrees to pay to the Agent all out-of-pocket expenses and costs of the Agent incurred by the Agent in the performance of its duties hereunder, including all publication, mailing and other expenses associated with the redemption of the Outstanding Obligations; provided, however, that the Issuer agrees to indemnify the Agent and hold it harmless against any liability which it may incur while acting in good faith in its capacity as Agent under this Agreement, including, but not limited to, any court costs and attorneys' fees, and such indemnification shall be paid from available funds of the Issuer and shall not give rise to any claim against the Escrow Fund.

ARTICLE IV.
MISCELLANEOUS

SECTION IV.1 Amendments to this Agreement. This Agreement is made for the benefit of the Issuer, the holders from time to time for the Outstanding Obligations, and it shall not be repealed, revoked, altered or amended without the written consent of all such holders, the Agent and the Issuer; provided, however, that the Issuer and the Agent may, without the consent of, or notice to, such holders, enter into such agreements supplemental to this Agreement as shall not adversely affect the rights of such holders and as shall not be inconsistent with the terms and provisions of this Agreement, for any one or more of the following purposes:

- (a) to cure any ambiguity or formal defect or omission in this Agreement;
- (b) to grant to, or confer upon, the Agent for the benefit of the holders of the Outstanding Obligations, any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such holders or the Agent; and
- (c) to subject to this Agreement additional funds, securities or properties.

The Agent shall be entitled to rely exclusively upon an unqualified opinion of nationally recognized bond counsel with respect to compliance with this Section, including the extent, if any, to which any change, modification, addition or elimination affects the rights of the holders of the Outstanding Obligations, or that any instrument executed hereunder complies with the conditions and provisions of this Section.

Notwithstanding the foregoing or any other provision of this Agreement, upon Written Request and upon compliance with the conditions hereinafter stated, the Agent shall have the power to and shall, in simultaneous transactions, sell, transfer, otherwise dispose of or request the redemption of the Government Securities held hereunder and to substitute therefor direct obligations of, or obligations the principal of and interest on which are fully guaranteed by the United States of America, subject to the condition that such monies or securities held by the Agent shall be sufficient to pay principal of and interest on the Outstanding Obligations. The Agent shall purchase such substituted securities with the proceeds derived from the maturity, sale, transfer, disposition or redemption of the Government Securities held hereunder or from other monies available. The transactions may be effected only if there shall have been submitted to the Agent an independent verification by a nationally recognized independent certified public accounting firm concerning the adequacy of such substituted securities with respect to principal and the interest thereon and any other monies or securities held for such purpose to pay when due the principal of and interest on the Outstanding Obligations in the manner required by the proceedings which authorized their issuance. Any surplus monies resulting from the sale, transfer, other disposition or redemption of the Government Securities held hereunder and the substitutions therefor of direct obligations of, or obligations the principal of and interest on which is fully guaranteed by, the United States of America, shall be released from the Escrow Fund and shall be transferred to the Issuer.

SECTION IV.2 Severability. If any provision of this Agreement shall be held or deemed to be invalid or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

SECTION IV.3 Governing Law. This Agreement shall be governed and construed in accordance with the law of the State of Tennessee.

SECTION IV.4 Notices. Any notice, request, communication or other paper shall be sufficiently given and shall be deemed given when delivered or mailed by Registered or Certified Mail, postage prepaid, or sent by telegram as follows:

To the Issuer:

City of Clarksville, Tennessee
One Public Square
Clarksville, TN 37040
Attn: Chief Financial Officer

To the Agent:

U.S. Bank National Association
333 Commerce Street, Suite 800
Nashville, Tennessee 37201
Attn: Connie Jaco

The Issuer and the Agent may designate in writing any further or different addresses to which subsequent notices, requests, communications or other papers shall be sent.

SECTION IV.5 Agreement Binding. All the covenants, promises and agreements in this Agreement contained by or on behalf of the parties shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

SECTION IV.6 Termination. This Agreement shall terminate when all transfers and payments required to be made by the Agent under the provisions hereof shall have been made.

SECTION IV.7 Execution by Counterparts. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

(signature page follows)

IN WITNESS WHEREOF, the Issuer and the Agent have caused this Agreement to be executed all as of the day and date first above written.

CITY OF CLARKSVILLE, TENNESSEE

By:
Mayor

City Clerk

U.S. BANK NATIONAL ASSOCIATION
Escrow Agent

By:
Title:

STATE OF TENNESSEE)
COUNTY OF MONTGOMERY)

I, Sylvia Skinner, hereby certify that I am the duly qualified and acting City Clerk of the City of Clarksville, Tennessee (the “Municipality”) and, as such official, I further certify as follows: (1) that attached hereto is a copy of a resolution excerpted from the minutes of the meeting of the City Council of the Municipality held on November 30, 2017; (2) that I have compared said copy with the original minute record of said meeting in my official custody; (3) that said copy is a true, correct and complete transcript from said original record insofar as said original record relates to, among other matters, the issuance of water, sewer and gas revenue refunding bonds by the Municipality; (4) that the actions by the City Council at said meeting were promptly and duly recorded by me in a book kept for such purpose; and (5) that a quorum of the members of the City Council was present and acting throughout said meeting.

WITNESS my official signature and seal of said Municipality this ____ day of _____, 2017.

City Clerk

(SEAL)

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