

# REQUEST FOR PROPOSALS

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**\$4,005,000\* GENERAL OBLIGATION REFUNDING BONDS, SERIES 2015**  
**\$7,535,000\* GENERAL OBLIGATION REFUNDING BONDS, SERIES 2016**  
**(Bank Qualified)**

Proposals to be Received:

11:00 a.m., C. T., December 9, 2015  
Finance Director's Office  
City Hall  
700 North Garden Street  
Columbia, Tennessee 38401

Dated:  
November 30, 2015

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**RAYMOND JAMES®**  
1 Burton Hills Blvd. – Suite 225  
Nashville, Tennessee 37215  
800-764-1002  
*Financial Advisor*

\* Subject to adjustment and/or change

## TABLE OF CONTENTS

	Page
Terms and Conditions .....	1
Proposal Form.....	3
<b><u>Appendices</u></b>	
Form of Bond Counsel Opinion.....	A
Form of the Bond Resolution.....	B
Receipt for Bonds and Investment Certificate .....	C
Electronic Links to the Comprehensive Annual Financial Reports of the City.....	D

**CITY OF COLUMBIA, TENNESSEE**  
**\$4,005,000\* General Obligation Refunding Bonds, Series 2015**  
**\$7,535,000\* General Obligation Refunding Bonds, Series 2016**  
**(Bank Qualified)**

**GENERAL**

Proposals will be received by the City of Columbia, Tennessee (the “City”), until **11:00 a.m., C.T. on December 9, 2015** for indications of interest in the proposed sale by the City of its \$4,005,000\* General Obligation Refunding Bonds, Series 2015 (the “Series 2015 Bonds”), all or none and/or its \$7,535,000\* General Obligation Refunding Bonds, Series 2016 (the “Series 2016 Bonds”), all or none. Separate proposals will be received for the Series 2015 Bonds and/or the Series 2016 Bonds (collectively, sometimes referred to herein as the “Bonds”) at the Finance Director’s Office, City of Columbia City Hall, 700 North Garden Street, Columbia, TN 38401.

**SUMMARY INFORMATION**

<b>Issuer/Borrower:</b>	City of Columbia, Tennessee (the “City”).
<b>Securities:</b>	<p>\$4,005,000* General Obligation Refunding Bonds, Series 2015 of the City (the “Series 2015 Bonds”).</p> <p>\$7,535,000* General Obligation Refunding Bonds, Series 2016 of the City (the “Series 2016 Bonds”).</p>
<b>Purpose:</b>	<p>The Series 2015 Bonds are being issued to refund on a current basis, in part, the City’s (i) Sewer System Revenue and Tax Refunding Bonds, Series 2005, dated 06/01/2005 maturing on 12/01/2016 through 12/01/2020 and, in part, on 12/01/2024; and, (ii) pay costs of issuance in connection with the issuance of the Series 2015 Bonds.</p> <p>The Series 2016 Bonds are being issued to refund, in part, the City’s (i) Sewer System Revenue and Tax Refunding Bonds, Series 2005, dated 06/01/2005, maturing, in part, on 12/01/2024; (ii) its Sewer System Revenue and Tax Bonds, Series 2008, dated 10/01/2008 maturing on December 1, 2019 through December 1, 2028, inclusive; (iii) its General Obligation Public Improvement Bonds, Series 2008, dated 08/20/2008 maturing on 06/01/2019 through 06/01/2028, inclusive; and, (ii) pay costs of issuance in connection with the issuance of the Series 2016 Bonds.</p>
<b>Security:</b>	The Bonds shall be payable from unlimited <u>ad valorem</u> taxes to be levied on all taxable property within corporate limits of the Municipality. For the prompt payment of principal of, premium, if any, and interest on the Bonds, the full faith and credit of the Municipality is irrevocably pledged. The Bonds allocable to the refinancing of any refunded indebtedness secured by revenues of the Sewer System shall be additionally payable from, but not secured by, the revenues derived from the operation of the Sewer System.

\* Subject to adjustment and/or change

<b>Denominations:</b>	Issued initially in denominations or integral multiples of \$5,000 thereof, as shall be requested by the Purchaser.
<b>Tax Status:</b>	Federal and State tax-exempt. The Bonds are designated as “qualified tax-exempt obligations” (i.e., “bank qualified”).
<b>Optional Redemption:</b>	The Bonds will be subject to optional redemption at the option of the Municipality as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date. Proposers may provide optional redemption terms, but no redemption price for any of the Bonds will be greater than par and accrued interest.
<b>Authority:</b>	Sections 9-21-101, <u>et seq.</u> , <i>Tennessee Code Annotated</i> , as amended, and other applicable provisions of law and pursuant to a resolution (the “Resolution”) to be considered for adoption by the City Council of the City on December 10, 2015.
<b>Maturity Dates:</b>	<p>Series 2015 Bonds will mature on December 1, 2016 through December 1, 2021, inclusive, unless otherwise specified. Proposers may indicate other payment date preferences which will be considered by the City, but in no case shall the final payment for the Series 2015 Bonds occur after December 1, 2021. No payments for the Series 2015 Bonds shall be scheduled to begin prior to July 1, 2016.</p> <p>Series 2016 Bonds will mature on December 1, 2016 through December 1, 2028, inclusive, unless otherwise specified. Proposers may indicate other payment date preferences which will be considered by the City, but in no case shall the final payment for the Series 2016 Bonds occur after December 1, 2028. No payments for the Series 2016 Bonds shall be scheduled to begin prior to July 1, 2016.</p>
<b>Interest:</b>	Interest computed on the basis of a 360-day year of twelve 30-day months.
<b>Proposals:</b>	Not less than 100% of par. No premiums or discounts will be accepted.
<b>Rate:</b>	Interest rates must be in multiples of one-hundredth of one percent (.01%) and/or of one-eighth of one percent. No variable rate proposals will be considered.
<b>Term Bond Option:</b>	Proposers shall have the option to designate certain consecutive serial maturities of the Bonds as term bonds ("Term Bonds") bearing a single interest rate or yield. If the successful proposer designates certain consecutive serial maturities of the Bonds to be combined as one or more Term Bonds as allowed herein, then such Term Bond shall be subject to mandatory sinking fund redemption by the Municipality at a redemption price equal to one hundred percent (100%) of the principal amount thereof, together with accrued interest to the date fixed for redemption at the rate stated in the Term Bond to be redeemed. Each such mandatory sinking fund redemption shall be made on the date on which a consecutive maturity included as part of a Term Bond is payable in accordance with the proposal of the and in the amount of the maturing principal installment for the Bonds listed herein for such principal payment date. Term Bonds to be redeemed within a single maturity shall be selected in the manner provided for optional redemption of the Bonds within a single maturity.

<b>Legal Opinion(s):</b>	Bass, Berry & Sims PLC, Nashville, Tennessee.
<b>Registration Agent:</b>	Payment of principal and interest will be made directly by the City.
<b>Escrow Agent:</b>	For any Series 2016 Bonds issued, U.S. Bank National Association, Nashville, Tennessee will serve as Escrow Agent.
<b>Verification Agent:</b>	For any Series 2016 Bonds issued, Grant Thornton LLP will serve as verification agent (the “Verification Agent”).
<b>Credit Ratings:</b>	Not rated
<b>Financial Advisor:</b>	Raymond James & Associates, Inc., Nashville, Tennessee (“Raymond James”). Phone: 615.665.6920 or 800.764.1002.
<b>Award/ Settlement:</b>	<p>Unless all proposals are rejected, the acceptance of any final negotiated proposal will be based on an offer that provides the lowest interest cost and best terms for the City, determined solely at the City’s discretion. If the City decides to issue the Series 2016, the City will not consider acceptance until sometime in mid-January, as mutually determined by the City and the purchaser. For each proposal for the Series 2015 Bonds and/or the Series 2016 Bonds provided, each offer shall specify how long rates, terms and conditions, etc. remain valid, but such period shall not exceed 45 calendar days from the date proposals for the Bonds are due.</p> <p>Delivery will be made in definitive form only in Columbia, Tennessee at a time and place mutually agreed to by the City and any purchaser. All payments to the City must be made in Federal Funds or other immediately available funds.</p>
<b>Receipt; Investment Certificate:</b>	Any offer accepted will require execution of a “Receipt for Bonds and Investment Certificate” substantially in the form included as APPENDIX C attached hereto.
<b>Rejection of Offers; Further Negotiation:</b>	<i>The City reserves the right to reject all proposals for any reason or to waive informalities in any proposal and to negotiate further with any proposer.</i>
<b>CUSIP Numbers:</b>	If sold and issued, the Bonds will be issued <u>without</u> CUSIP numbers, based on a representation by the purchaser that it is their intention to hold and not reoffer the Bonds initially.
<b>Book Entry:</b>	The Bonds will <u>not</u> be qualified initially for book entry. All Bonds will be in registered, definitive form (See the form of the “Receipt for Bonds and Investment Certificate” in APPENDIX C).
<b>Costs:</b>	Each prospective purchaser is responsible for their own costs. At its expense, the City will deliver the Bonds, in registered definitive form only, on the date or dates of closing with appropriate closing certificates including, but not limited to, an approving opinion of Bass, Berry & Sims PLC (See the form of the opinion in APPENDIX A).

City of Columbia, Tennessee  
700 North Garden Street  
Columbia, Tennessee 38401

**OFFER – SERIES 2015 BONDS**

December 9, 2015

Ladies and Gentlemen:

For your legally issued, properly executed \$4,005,000\* General Obligation Refunding Bonds, Series 2015 (the “Series 2015 Bonds”) of City of Columbia, Tennessee (the “City”) in all respects as more fully outlined in your *Offer Sheet* which by reference are made a part hereof, we will pay you a sum of \$4,005,000\* with the understanding that the actual size of the Series 2015 Bonds is subject to adjustment and revision at the sole discretion of the City.

The following table depicts the estimated par amounts of the Series 2015 Bonds. In no case, shall the final payment date exceed December 1, 2021 (Fiscal Year 2022 based on a June 30 year-end):

<b><u>Fiscal</u></b> <b><u>Year</u></b>	<b><u>Estimated</u></b> <b><u>Amount*</u></b>	<b><u>Rate</u></b> <sup>(1)</sup>
2017	\$800,000	_____ %
2018	810,000	_____ %
2019	825,000	_____ %
2020	840,000	_____ %
2021	515,000	_____ %
2022	215,000	_____ %

<sup>(1)</sup>At our option, one or more maturities with the same rate may be treated as Term Bonds, as outlined in the Request for Proposals.

This proposal is shall remain in full force and effect until \_\_\_\_\_, but not longer than 45 calendar days from the date this proposal is due, unless extended at our discretion.

Alternative optional redemption terms (no premiums): \_\_\_\_\_

Preferred maturity dates: Annually (December 1):  Semi-Annually:  Quarterly:

**General Terms:**

If and when accepted, this offer is based on the following terms and conditions:

1. The Series 2015 Bonds are designated as “qualified tax-exempt obligations” (i.e., “Bank Qualified”);
2. No credit rating is assigned to the Series 2015 Bonds;
3. This proposal is subject to proper documentation, including but not limited to, receipt of the final approving opinion of Bass, Berry & Sims PLC, Bond Counsel which will be furnished by the City without cost to us;
4. The settlement date will be mutually agreed to with the City, but will be set to occur prior to 01/01/2016;
5. The Series 2015 Bonds shall be in registered, definitive form only without CUSIPs initially; and
6. It is understood that this proposal may be subject to further negotiations with the City.

**Other Terms and Conditions (Supplement if Necessary):**

On Behalf Of: \_\_\_\_\_

By: \_\_\_\_\_

Name & Title: \_\_\_\_\_

City of Columbia, Tennessee  
 700 North Garden Street  
 Columbia, Tennessee 38401

**OFFER – SERIES 2016 BONDS**

December 9, 2015

Ladies and Gentlemen:

For your legally issued, properly executed \$7,535,000\* General Obligation Refunding Bonds, Series 2016 (the “Series 2016 Bonds”) of City of Columbia, Tennessee (the “City”) in all respects as more fully outlined in your *Offer Sheet* which by reference are made a part hereof, we will pay you a sum of \$7,535,000\* with the understanding that the actual size of the Series 2016 Bonds is subject to adjustment and revision at the sole discretion of the City.

The following estimated are the estimated par amounts of the Series 2016 Bonds. In no case, shall the final payment date exceed December 1, 2028 (Fiscal Year 2029 based on a June 30 year-end):

<u>Fiscal Year</u>	<u>Estimated Amount*</u>	<u>Rate<sup>(1)</sup></u>	<u>Fiscal Year</u>	<u>Estimated Amount*</u>	<u>Rate<sup>(1)</sup></u>
2017	\$95,000	_____%	2024	\$1,135,000	_____%
2018	100,000	_____%	2025	1,165,000	_____%
2019	210,000	_____%	2026	495,000	_____%
2020	495,000	_____%	2027	505,000	_____%
2021	510,000	_____%	2028	510,000	_____%
2022	840,000	_____%	2029	365,000	_____%
2023	1,110,000	_____%			

<sup>(1)</sup>At our option, one or more maturities with the same rate may be treated as Term Bonds as outlined in the Request for Proposals.

This proposal is shall remain in full force and effect until \_\_\_\_\_, but not longer than 45 calendar days from the date this proposal is due, unless extended at our discretion.

Alternative optional redemption terms (no premiums): \_\_\_\_\_

Preferred maturity dates: Annually (December 1)  Semi-Annually:  Quarterly:

**General Terms:**

If and when accepted, this offer is based on the following terms and conditions:

1. The Series 2016 Bonds are designated as “qualified tax-exempt obligations” (i.e., “Bank Qualified”);
2. No credit rating is assigned to the Series 2016 Bonds;
3. This proposal is subject to proper documentation, including but not limited to, receipt of the final approving opinion of Bass, Berry & Sims PLC, Bond Counsel which will be furnished by the City without cost to us;
4. The settlement date will be mutually agreed to with the City, but may not occur prior to 01/15/2016;
5. The Series 2016 Bonds shall be in registered, definitive form only without CUSIPs initially; and
6. It is understood that this proposal may be subject to further negotiations with the City.

**Other Terms and Conditions (Supplement if Necessary):**

\_\_\_\_\_

**On Behalf Of:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Name & Title:** \_\_\_\_\_

**Appendix**

**Materials**

A	Form of Bond Counsel Legal Opinion
B	Form of Master Bond Resolution
C	Receipt and Investment Certificate
D	Electronic Links to the City of Columbia Comprehensive Financial Reports

**APPENDIX A**

**FORM OF BOND COUNSEL LEGAL OPINION**

[Closing Date]

City of Columbia  
Columbia, Tennessee

[Bank Name]  
[Bank Address]

Re: City of Columbia, Tennessee – General Obligation Refunding Bond

Ladies and Gentlemen:

We have acted as bond counsel in connection with the issuance by the City of Columbia, Tennessee (the “Issuer”) of its \$\_\_\_\_\_ General Obligation Refunding Bond, dated the date hereof (the “Bond”). We have examined the law and such certified proceedings and other papers as we deemed necessary to render this opinion.

As to questions of fact material to our opinion, we have relied upon the certified proceedings and other certifications of public officials furnished to us without undertaking to verify such facts by independent investigation.

Based on our examination, we are of the opinion, as of the date hereof, as follows:

1. The Bond has been duly authorized, executed and issued in accordance with the constitution and laws of the State of Tennessee and constitutes the valid and binding obligation of the Issuer.

2. The resolution of the City Council of the Issuer authorizing the Bond has been duly and lawfully adopted, is in full force and effect and is a valid and binding agreement of the Issuer, enforceable in accordance with its terms.

3. The Bond is a general obligation of the Municipality, payable from unlimited ad valorem taxes to be levied on all taxable property within the corporate limits of the Municipality. For the prompt payment of principal of and interest on the Bond, the Issuer has irrevocably pledged its full faith and credit. The portion of the Bond allocable to the refinancing of projects for the Municipality’s sewer system is additionally payable from, but not secured by, the revenues derived from the operation of the sewer system.

4. Interest on the Bond is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations; however, for purposes of computing the alternative minimum tax imposed on certain corporations (as defined for federal income tax purposes), such interest is taken into account in determining adjusted current earnings. The opinion set forth in the preceding sentence is subject to the condition that the Issuer comply with all requirements of the Internal Revenue Code of 1986, as amended, that must be satisfied subsequent to the issuance of the Bond in order that interest thereon be, or continue to be, excluded from gross income for federal income tax purposes. Failure to comply with certain of such requirements could cause interest on the Bond to be so included in gross income retroactive to the date of issuance of the Bond. The Issuer has covenanted to comply with all such requirements. Except as set

forth in this Paragraph 4 and Paragraph 6 below, we express no opinion regarding other federal tax consequences arising with respect to the Bond.

5. Under existing law, the Bond and the income therefrom are exempt from all present state, county and municipal taxes in Tennessee except (a) inheritance, transfer and estate taxes, (b) Tennessee excise taxes on all or a portion of the interest on any of the Bond during the period such 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 (c) 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.

6. The Bond is a “qualified tax-exempt obligation” within the meaning of Section 265 of the Code.

It is to be understood that the rights of the owners of the Bond and the enforceability of the Bond and the resolution authorizing the Bond may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted and that their enforcement may be subject to the exercise of judicial discretion in accordance with general principles of equity.

This opinion is given as of the date hereof, and we assume no obligation to update or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

Yours truly,

**APPENDIX B**

**FORM OF THE BOND RESOLUTION**

A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION REFUNDING BONDS OF THE CITY OF COLUMBIA, TENNESSEE IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$11,960,000, IN ONE OR MORE SERIES; MAKING PROVISION FOR THE ISSUANCE, SALE AND PAYMENT OF SAID BONDS, ESTABLISHING THE TERMS THEREOF AND THE DISPOSITION OF PROCEEDS THEREFROM; AND PROVIDING FOR THE LEVY OF TAXES FOR THE PAYMENT OF PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS

WHEREAS, 9-21-101, et seq., inclusive, Tennessee Code Annotated, as amended, authorizes the City of Columbia, Tennessee (the "Municipality"), by resolution of the City Council, to issue and sell bonds to refund and refinance outstanding indebtedness; and

WHEREAS, the Municipality has previously issued and has outstanding its Sewer System Revenue and Tax Refunding Bonds, Series 2005, dated June 1, 2005; General Obligation Public Improvement Bonds, Series 2008, dated August 20, 2008; and Sewer System Revenue and Tax Bonds, Series 2008, dated October 1, 2008 (collectively, the "Outstanding Indebtedness"); and

WHEREAS, all or a portion of the Outstanding Indebtedness can now be refunded for the purpose of reducing the debt service requirements of the Municipality; and

WHEREAS, the City Council hereby determines that it is advisable to issue general obligation refunding bonds, in one or more series, for the purpose of refunding all or a portion of the Outstanding Indebtedness; and

WHEREAS, a plan of refunding for the Outstanding Indebtedness has been filed with the Director of State and Local Finance (the "State Director") as required by Section 9-21-903, Tennessee Code Annotated, as amended, and the State Director has submitted to the Municipality a report thereon, a copy of which has been made available to the members of the City Council; and

WHEREAS, a request for approval of balloon indebtedness for the Bonds has been filed with the State Director as required by Public Chapter 766, Acts of 2014, and the State Director has granted approval thereof, a copy of which approval has been made available to the members of the City Council; and

WHEREAS, it is the intention of the City Council of the Municipality to adopt this resolution for the purpose of authorizing not to exceed \$11,960,000 in aggregate principal amount of bonds for the above-described purposes, providing for the issuance, sale and payment of said bonds, establishing the terms thereof, and the disposition of proceeds therefrom, and providing for the levy of a tax for the payment of principal thereof, premium, if any, and interest thereon.

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

Authority. The bonds authorized by this resolution are issued pursuant to 9-21-101, et seq., Tennessee Code Annotated, as amended, and other applicable provisions of law.

Definitions. In addition to the terms defined in the preamble above, the following terms shall have the following meanings in this resolution unless the text expressly or by necessary implication requires otherwise:

“Bonds” means the not to exceed \$11,960,000 General Obligation Refunding Bonds of the Municipality, to be dated their date of issuance, and having such series designation or such other dated date as shall be determined by the Mayor pursuant to Section 8 hereof.

“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.

“Code” means the Internal Revenue Code of 1986, as amended, and all regulations promulgated thereunder.

“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.

“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.

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

“Financial Advisor” for the Bonds authorized herein means Raymond James & Associates, Inc., Nashville, Tennessee.

“Governing Body” means the City Council of the Municipality.

“Mayor” shall mean the Mayor of the Municipality.

“Outstanding Indebtedness” means the Municipality’s outstanding Sewer System Revenue and Tax Refunding Bonds, Series 2005, dated June 1, 2005; General Obligation Public Improvement Bonds, Series 2008, dated August 20, 2008; and Sewer System Revenue and Tax Bonds, Series 2008, dated October 1, 2008;

“Refunding Escrow Agent” means the refunding escrow agent appointed by the Mayor pursuant to the terms hereof, or any successor designated by the Governing Body.

“Refunding Escrow Agreement” means the Refunding Escrow Agreement, dated as of the date of the Bonds, between the Municipality and the Refunding Escrow Agent, in substantially the form of the document attached hereto as Exhibit A, subject to such changes thereto as shall be permitted by the terms of this resolution.

“Refunded Indebtedness” means the maturities or portions of the maturities of the Outstanding Indebtedness designated for refunding by the Mayor pursuant to the terms hereof.

“Registration Agent” means the registration and paying agent appointed by the Mayor pursuant to the terms hereof, or any successor designated by the Governing Body.

“System” means the sewer system of the Municipality.

Findings of the Governing Body; Compliance with Debt Management Policy.

In conformance with the directive of the State Funding Board of the State of Tennessee, the Municipality has heretofore adopted its Debt Management Policy. The Governing Body hereby finds that the issuance and sale of the Bonds, as proposed herein, is consistent with the Municipality’s Debt Management Policy.

The refunding of the Refunded Indebtedness authorized herein through the issuance of the Bonds will result in the reduction of the debt service payable by the Municipality over the term of the Refunded Indebtedness, thereby effecting a cost savings to the public.

The refunding report of and approval of balloon indebtedness by the State Director have been presented to the members of the Governing Body in connection with their consideration of this resolution.

Authorization and Terms of the Bonds.

For the purpose of providing funds to finance, in whole or in part the refunding of the Refunded Indebtedness and payment of costs incident to the issuance and sale of the Bonds, there is hereby authorized to be issued bonds, in one or more series, of the Municipality in the aggregate principal amount of not to exceed \$11,960,000. The Bonds shall be issued in one or more series, in fully registered, book-entry form (except as otherwise set forth herein), without coupons, and subject to the adjustments permitted hereunder, shall be known as “General Obligation Refunding Bonds”, shall be dated their date of issuance, and shall have such series designation or such other dated date as shall be determined by the Mayor pursuant to the terms hereof. The Bonds shall bear interest at a rate or rates not to exceed the maximum rate permitted by applicable Tennessee law at the time of issuance of the Bonds, or any series thereof, payable (subject to the adjustments permitted hereunder) semi-annually on June 1 and December 1 in each year, commencing June 1, 2016. The Bonds shall be issued initially in \$5,000 denominations or integral multiples thereof, as shall be requested by the original purchaser thereof. Subject to the adjustments permitted pursuant to the terms hereof, the Bonds shall mature serially or be subject to mandatory redemption and shall be payable on December 1 of each year, subject to prior optional redemption as hereinafter provided, in the years 2016 through 2028, inclusive; provided, however, such amortization may be adjusted in accordance with the terms hereof.

Subject to the adjustments permitted under Section 8 hereof, the Bonds shall be subject to redemption prior to maturity at the option of the Municipality on December 1, 2025 and thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date.

If less than all the 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 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 Bonds are being held under a Book-Entry System by DTC, or a successor Depository, 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.

Pursuant to the terms hereof, the Mayor is authorized to sell the 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 Bonds are sold as Term Bonds, the Municipality shall redeem Term Bonds on redemption dates corresponding to the maturity dates set forth herein, in aggregate principal amounts equal to the maturity amounts established pursuant to the terms hereof for each redemption date, as such maturity amounts may be adjusted pursuant to the terms 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 provided in subsection (b) above.

At its option, to be exercised on or before the forty-fifth (45<sup>th</sup>) day next preceding any such mandatory 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 cancelled 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. The Municipality shall on or before the forty-fifth (45<sup>th</sup>) 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.

Notice of any call for 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 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 defect in any such notice so mailed shall affect the sufficiency of the proceedings for redemption of any of the Bonds for which proper notice was given. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to effect the redemption with the Registration Agent no later than the redemption date (“Conditional Redemption”). 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 or Beneficial Owner will not affect the validity of such redemption. The Registration Agent shall mail said notices as and when directed by the Municipality pursuant to written instructions from an authorized representative of the Municipality (other than for a mandatory sinking fund redemption, notices of which shall be given on the dates provided herein) given at least forty-five (45) days prior to the redemption date (unless a shorter notice period shall be satisfactory to the Registration Agent). From and after the 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 herein. In the case of a Conditional Redemption, the failure of the Municipality to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the Depository, if applicable, or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

The Governing Body hereby authorizes and directs the Mayor to appoint the Registration Agent for the Bonds and hereby authorizes the Registration Agent so appointed to maintain Bond registration records with respect to the Bonds, to authenticate and deliver the Bonds as provided herein, either at original issuance or upon transfer, to effect transfers of the Bonds, to give all notices of redemption as required herein, to make all payments of principal and interest with respect to the Bonds as provided herein, to cancel and destroy 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 Bonds cancelled and destroyed, and to furnish the Municipality at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds. The Mayor is hereby authorized to execute and the City Recorder 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.

The 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 Bonds by check or draft on each interest payment date directly to the registered owners as 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 depositing said payment in the United States mail, postage prepaid, addressed to such owners at their addresses shown on said Bond registration records, without, except for final payment, the presentation or surrender of such registered Bonds, and all such payments shall discharge the obligations of the Municipality in respect of such Bonds to the extent of the payments so made. Payment of principal of and premium, if any, on the Bonds shall be made upon presentation and surrender of such 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 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 Bonds, payment of interest on such 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.

Any interest on any 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 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 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 Bond registration records maintained by the Registration Agent as of the date of such notice. Nothing contained in this Section or in the 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 Bonds when due.

The 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 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 Bond(s) accompanied by appropriate documentation necessary to prove the legal capacity of any legal representative of the registered owner. Upon receipt of the Bond(s) in such form and with such documentation, if any, the Registration Agent shall issue a new Bond or the 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 Bond during the period commencing on a Regular or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the publication of notice calling such Bond for redemption has been made, nor to transfer or exchange any Bond during the period following the receipt of instructions from the Municipality to call such 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 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 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 Bonds shall be overdue. The 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 Bonds of the same maturity in any authorized denomination or denominations.

The 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 the attestation of the City Recorder.

Except as otherwise provided in this resolution, the Bonds shall be registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the Bonds. References in this Section to a Bond or the Bonds shall be construed to mean the Bond or the Bonds that are held under the Book-Entry System. One Bond for each maturity shall be issued to DTC and immobilized in its custody or a custodian of DTC. The Bond Registrar is a custodian and agent for DTC, and the Bond will be immobilized in its custody. A Book-Entry System shall be employed, evidencing ownership of the 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 Bonds. Beneficial ownership interests in the 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 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 Bonds. Transfers of ownership interests in the 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 BONDS, THE REGISTRATION AGENT SHALL TREAT CEDE & CO. AS THE ONLY HOLDER OF THE BONDS FOR ALL PURPOSES UNDER THIS RESOLUTION, INCLUDING RECEIPT OF ALL PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE 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 Bonds, so long as DTC is the only owner of the 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 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 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 their interests or the interests of the Beneficial Owners of the Bonds, then the Municipality shall discontinue the Book-Entry System with DTC or, upon request of such original purchaser, deliver the Bonds to the original purchaser in the form of fully-registered Bonds, as the case may be. 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. If the purchaser(s) certifies that it intends to hold the Bonds for its own account, then the Municipality may issue certificated Bonds without the utilization of DTC and the Book-Entry System.

THE MUNICIPALITY AND THE REGISTRATION AGENT SHALL NOT HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO ANY 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 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 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 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 Bonds for deposit with DTC, including but not limited to, wire transfers of interest and principal payments with respect to the Bonds, utilization of electronic book entry data received from DTC in place of actual delivery of Bonds and provision of notices with respect to 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 Bonds; provided, however, that the Registration Agent shall not be liable with respect to any such arrangements it may make pursuant to this Section.

The Registration Agent is hereby authorized to authenticate and deliver the Bonds to the original purchaser, upon receipt by the Municipality of the proceeds of the sale thereof and to authenticate and deliver Bonds in exchange for 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 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 Bond form.

In case any 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 Bond of like tenor, amount, maturity and date, in exchange and substitution for, and upon the cancellation of, the mutilated Bond, or in lieu of and in substitution for such lost, stolen or destroyed Bond, or if any such Bond shall have matured or shall be able to mature, instead of issuing a substituted Bond the Municipality may pay or authorize payment of such 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 Bond, and indemnify satisfactory to the Municipality and the Registration Agent; and the Municipality may charge the applicant for the issue of such new Bond an amount sufficient to reimburse the Municipality for the expense incurred by it in the issue thereof.

Source of Payment. The Bonds shall be payable from unlimited ad valorem taxes to be levied on all taxable property within corporate limits of the Municipality. For the prompt payment of principal of, premium, if any, and interest on the Bonds, the full faith and credit of the Municipality are hereby irrevocably pledged. The Bonds allocable to the refinancing of any Refunded Indebtedness secured by revenues of the System shall be additionally payable from, but not secured by, the revenues derived from the operation of the System.

Form of Bonds. The Bonds shall be in substantially the following form, the omissions to be appropriate completed when the Bonds are prepared and delivered:

(Form of Bond)

REGISTERED  
Number \_\_\_\_\_

REGISTERED  
\$\_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF TENNESSEE  
COUNTY OF MAURY  
CITY OF COLUMBIA, TENNESSEE  
GENERAL OBLIGATION REFUNDING BONDS, SERIES 201[5][6]

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

Registered Owner:

Principal Amount:

FOR VALUE RECEIVED, the City of Columbia, Tennessee (the "Municipality") 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 interest hereinabove set forth from the date hereof until said maturity date or redemption date, said interest being payable on [June 1, 2016], and semi-annually thereafter on the first day of June and December in each year until this Bond matures or is redeemed. The principal hereof and interest hereon are payable in lawful money of the United States of America by check or draft at the principal corporate trust office of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, as registration and agent and paying agent (the "Registration Agent"). The Registration Agent shall make all interest payments with respect to this Bond on each interest payment date directly 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 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. 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 DTC Participant or any Beneficial Owner with respect to (i) the Bonds; (ii) the accuracy or 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 shall be subject to redemption prior to maturity at the option of the Municipality on December 1, 2025 and thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest 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 Maturity</u>	<u>Redemption Date</u>	<u>Principal Amount of Bonds Redeemed</u>
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\*Final Maturity

At its option, to be exercised on or before the forty-fifth (45<sup>th</sup>) 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 cancelled 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. The Municipality shall on or before the forty-fifth (45<sup>th</sup>) 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.]

Notice of any call for redemption 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 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. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to effect the redemption with the Registration Agent no later than the redemption date (“Conditional Redemption”). 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 it notice has been duly provided as set forth in the Resolution, as hereafter defined. In the case of a Conditional Redemption, the failure of the Municipality to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the [Depository or the] affected Bondholders that the redemption did not occur and that the Bond called for redemption and not so paid remain outstanding.

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 to refinance the Municipality's outstanding [list refunded bonds], maturing \_\_\_\_\_, and pay the issuance costs of the Bonds, pursuant to 9-21-101, et seq., Tennessee Code Annotated, as amended, and pursuant to a resolution adopted by the City Council of the Municipality on December 10, 2015 (the "Resolution").

The Bonds shall be payable from unlimited ad valorem taxes to be levied on all taxable property within corporate limits of the Municipality. For the prompt payment of principal of, premium, if any, and interest on the Bonds, the full faith and credit of the Municipality are hereby irrevocably pledged. The Bonds allocable to the refinancing of any Refunded Indebtedness secured by revenues of the Municipality's sewer system shall be additionally payable from, but not secured by, the revenues derived from the operation of the Municipality's sewer system.

This Bond and the income therefrom are exempt from all present state, county and municipal taxes in Tennessee except (a) inheritance, transfer and estate taxes, (b) 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 (c) Tennessee franchise taxes by reason of the inclusion of the book value of the Bond in 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, 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 its Mayor and attested by its City Recorder under the corporate seal of the Municipality, all as of the date hereinabove set forth.

CITY OF COLUMBIA, TENNESSEE

By: \_\_\_\_\_  
Mayor

(SEAL)

ATTESTED:

\_\_\_\_\_  
City Recorder

Transferable and payable at the  
principal 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 Officer

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto \_\_\_\_\_, whose address is \_\_\_\_\_ (Please insert Federal Identification or Social Security Number of Assignee \_\_\_\_\_), the within Bond of City of Columbia, 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: \_\_\_\_\_

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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:

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

Levy of Tax. The Municipality, through its Governing Body, shall annually levy and collect a tax upon all taxable property within the corporate limits of the Municipality, in addition to all other taxes authorized by law, sufficient to pay debt service on the Bonds when due, and for that purpose there is hereby levied a direct annual tax in such amount as may be found necessary each year to pay debt service coming due on the Bonds in said year. Debt service falling due at any time when there are insufficient funds from this tax levy on hand shall be paid from the current funds of the Municipality and reimbursement therefor shall be made out of the taxes hereby provided to be levied when the same shall have been collected. The tax herein provided by may be reduced to the extent of any direct appropriations from other funds, taxes and revenues of the Municipality to the payment of debt service on the Bonds, including any appropriations from System revenues to the payment of debt service on the Bonds as provided herein.

Sale of Bonds.

Except as set forth in subsection (g) below, the Bonds shall be offered for competitive public sale in one or more series, at a price of not less than 98% of par, plus accrued interest, as a whole or in part from time to time as shall be determined by the Mayor, in consultation with the Financial Advisor.

If the Bonds are sold in more than one series, the Mayor is authorized to cause to be sold in each series an aggregate principal amount of Bonds less than that shown in Section 4 hereof for each series, so long as the total aggregate principal amount of all series issued does not exceed the total aggregate of Bonds authorized to be issued herein.

The Mayor is further authorized with respect to each series of Bonds to:

change the dated date of the Bonds, or any series thereof, to a date other than the date of issuance of the Bonds;

change the designation of the Bonds, or any series thereof, to a designation other than "General Obligation Refunding Bonds" and to specify the series designation of the Bonds, or any series thereof;

change the first interest payment date on the Bonds, or any series thereof, to a date other than June 1, 2016, provided that such date is not later than twelve months from the dated date of such series of Bonds;

adjust the principal and interest payment dates and the maturity amounts of the Bonds, or any series thereof, provided that (A) the total principal amount of all series of the Bonds does not exceed the total amount of Bonds authorized herein; and (B) the final maturity date of each series shall not exceed the fiscal year of the final maturity described in Section 4 hereof.

adjust or remove the Municipality's optional redemption provisions of the Bonds, provided that the premium amount to be paid on Bonds or any series thereof does not exceed two percent (2%) of the principal amount thereof;

refund less than all of the Outstanding Indebtedness;

sell the Bonds, or any series thereof, or any maturities thereof as Term Bonds with mandatory redemption requirements corresponding to the maturities set forth herein or as otherwise determined by the Mayor, as he shall deem most advantageous to the Municipality; and

cause all or a portion of the Bonds to be insured by a bond insurance policy issued by a nationally recognized bond insurance company if such insurance is requested and paid for by the winning bidder of the Bonds, or any series thereof.

The form of the Bond set forth in Section 6 hereof shall be conformed to reflect any changes made pursuant to this Section 8.

The Mayor is authorized to sell the Bonds, or any series thereof, simultaneously with any other bonds or notes authorized by resolution or resolutions of the Governing Body. The Mayor is further authorized to sell the Bonds, or any series thereof, as a single issue of bonds with any other bonds with substantially similar terms authorized by resolution or resolutions of the Governing Body, in one or more series as the Mayor shall deem to be advantageous to the Municipality and in doing so, the Mayor is authorized to change the designation of the Bonds to a designation other than "General Obligation Refunding Bonds"; provided, however, that the total aggregate principal amount of combined bonds to be sold does not exceed the total aggregate principal amount of Bonds authorized by this resolution or bonds authorized by any other resolution or resolutions adopted by the Governing Body.

The Mayor is authorized to award the Bonds, or any series thereof, in each case to the bidder whose bid results in the lowest true interest cost to the Municipality, provided the rate or rates on the Bonds does not exceed the maximum rate prescribed by Section 4 hereof. The award of the Bonds by the Mayor to the lowest bidder shall be binding on the Municipality, and no further action of the Governing Body with respect thereto shall be required.

The Mayor and City Recorder are authorized to cause the Bonds, in book-entry form (except as otherwise permitted herein), to be authenticated and delivered by the Registration Agent to the successful bidder 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 Bonds. The Mayor is hereby authorized to enter into a contract with the Financial Advisor, for financial advisory services in connection with the sale of the Bonds and to enter into a contract with Bass, Berry &

Sims PLC to serve as bond counsel in connection with the Bonds, and all actions heretofore taken by the officers of the Municipality in that regard are hereby ratified and approved.

Notwithstanding anything herein to the contrary, upon a determination by the Mayor, in consultation with the Financial Advisor, that the Municipality can achieve a more favorable financing for the Municipality (taking into account timing, issuance costs, interest cost and redemption terms) by placing a series of Bonds directly with a financial institution, then such series of Bonds shall be sold as a single bond, by informal bid process, to the winning bidder therefor. In that case, the Mayor, in addition to the other changes authorized herein, may take all such steps as may be necessary or desirable to properly document the direct placement of such series of Bonds with the winning financial institution. Without limiting the foregoing, such steps may include:

Appointing an officer of the Municipality as the registration and paying agent for the Bonds;

Altering the terms of registration of such series of Bonds;

Altering the manner in which redeemed Bonds of such series may be selected;

Altering the methodology for calculating interest on such series of Bonds; and

Providing for the payment of principal of and interest on such series of Bonds more frequently than as described in Section 4 (e.g. monthly or quarterly).

All such appointments and alterations shall be documented in the form of the Bonds of such series.

Disposition of Bond Proceeds. The proceeds of the sale of the Bonds shall be disbursed as follows:

An amount sufficient, together with such other Municipality funds as may be identified by the Mayor and, if applicable, investment earnings on the foregoing, to refund the Refunded Indebtedness shall be applied to the refunding thereof by depositing such funds with the Refunding Escrow Agent and/or paying such funds directly to the holders (or paying agents or trustees for the holders) of the Refunded Indebtedness.

The remainder of the proceeds of the sale of the Bonds shall be used to pay costs of issuance of the Bonds, including necessary legal, accounting and fiscal expenses, printing, engraving, advertising and similar expenses, administrative and clerical costs, Registration Agent fees, bond insurance premiums, if any, and other necessary miscellaneous expenses incurred in connection with the issuance and sale of the Bonds. Notwithstanding the foregoing, costs of issuance of the Bonds may be withheld from the good faith deposit or purchase price of the Bonds and paid to the Financial Advisor to be used to pay costs of issuance of the Bonds.

Official Statement. The officers of the Municipality, or any of them, are hereby authorized and directed to provide for the preparation and distribution of a Preliminary Official Statement describing the Bonds. After bids have been received and the Bonds have been awarded, the officers of the Municipality, or any 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 officers of the Municipality, or any of them, shall arrange for the delivery to the successful bidder on the Bonds of a reasonable number of copies of the Official Statement within seven business days after the Bonds have been awarded for delivery, by the successful bidder on the Bonds, to each potential investor requesting a copy of the Official Statement and to each person to whom such bidder and members of his bidding group initially sell the Bonds.

The officers of the Municipality, or any 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.

Notwithstanding the foregoing, no Official Statement is required to be prepared if the Bonds, or any series thereof, are purchased by a purchaser that certifies that such purchaser intends to hold the Bonds, or any series thereof, for its own account and has no present intention to reoffer the Bonds, or any series thereof.

Refunding Escrow Agreement. With respect to each series of Bonds, for the purpose of providing for the payment of the principal of and premium, if any, and interest on the Refunded Indebtedness, the Mayor is hereby authorized and directed to appoint the Refunding Escrow Agent for the Refunded Indebtedness and to execute and the City Recorder to attest on behalf of the Municipality the Refunding Escrow Agreement with the Refunding Escrow Agent and to deposit with the Refunding Escrow Agent the amounts to be used by the Refunding Escrow Agent to purchase Government Securities as provided therein; provided, however, that the yield on such investments shall be determined in such

manner that none of the Bonds will be an “arbitrage bond” within the meaning of Section 148(a) of the Code. The form of the Refunding Escrow Agreement presented to this meeting and attached hereto as Exhibit A is hereby in all respects approved and the Mayor and the City Recorder are hereby authorized and directed to execute and deliver same on behalf of the Municipality in substantially the form thereof presented to this meeting, or with such changes as may be approved by the Mayor and the City Recorder, their execution thereof to constitute conclusive evidence of their approval of all such changes, including modifications to the Refunding Escrow Agreement. The Refunding 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 premium, if any, and interest on the Refunded Indebtedness and to exercise such duties as set forth in the Refunding Escrow Agreement.

Redemption of the Refunded Indebtedness. The Mayor and the City Recorder, or either of them, are hereby authorized and directed to take all steps necessary to redeem the Refunded Indebtedness at the earliest possible redemption date(s), including the giving of and publication of any redemption notices as required by the resolutions authorizing the issuance of the Refunded Indebtedness.

Notice of Refunding. Prior to the issuance of the Bonds, notice of the Municipality's intention to refund the Refunded Indebtedness, to the extent required by applicable law, shall be given by the registration agent for the Refunded Indebtedness to be mailed by first-class mail, postage prepaid, to the registered holders thereof, as of the date of the notice, as shown on the bond registration records maintained by such registration agent of said Refunded Indebtedness. The Mayor and the City Recorder, or either of them, is hereby authorized and directed to authorize the registration agent of said Refunded Indebtedness to give such notices on behalf of the Municipality in accordance with this Section.

Discharge and Satisfaction of Bonds. If the Municipality shall pay and discharge the indebtedness evidenced by any series of the Bonds in any one or more of the following ways, to wit:

By paying or causing to be paid, by deposit of sufficient funds as and when required with the Registration Agent, the principal of and interest on such Bonds as and when the same become due and payable;

By depositing or causing to be deposited with any trust company or financial institution whose deposits are insured by the Federal Deposit Insurance Corporation or similar federal agency and which has trust powers (an “Agent”; which agent may be the Registration Agent) in trust or escrow, on or before the date of maturity or redemption, sufficient money or Defeasance Obligations, as hereafter defined, the principal of and interest on which, when due and payable, will provide sufficient moneys to pay or redeem such Bonds and to pay interest thereon when due until the maturity or redemption date (provided, if such Bonds are to be redeemed prior to maturity thereof, proper notice of such redemption shall have been given or adequate provision shall have been made for the giving of such notice);

By delivering such Bonds to the Registration Agent for cancellation by it;

and if the Municipality shall also pay or cause to be paid all other sums payable hereunder by the Municipality with respect to such Bonds, or make adequate provision therefor, and by resolution of the Governing Body instruct any such Escrow Agent to pay amounts when and as required to the Registration Agent for the payment of principal of and interest on such Bonds when due, then and in that case the indebtedness evidenced by such Bonds shall be discharged and satisfied and all covenants, agreements and obligations of the Municipality to the holders of such Bonds shall be fully discharged and satisfied and shall thereupon cease, terminate and become void.

If the Municipality shall pay and discharge the indebtedness evidenced by any of the Bonds in the manner provided in either clause (a) or clause (b) above, then the registered owners thereof shall thereafter be entitled only to payment out of the money or Defeasance Obligations deposited as aforesaid.

Except as otherwise provided in this Section, neither Defeasance Obligations nor moneys deposited with the Registration Agent pursuant to this Section nor principal or interest payments on any such Defeasance Obligations shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal and interest on said Bonds; provided that any cash received from such principal or interest payments on such Defeasance Obligations deposited with the Registration Agent, (A) to the extent such cash will not be required at any time for such purpose, shall be paid over to the Municipality as received by the Registration Agent and (B) to the extent such cash will be required for such purpose at a later date, shall, to the extent practicable, be reinvested in Defeasance Obligations maturing at times and in amounts sufficient to pay when due the principal and interest to become due on said Bonds on or prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments shall be paid over to the Municipality, as received by the Registration Agent. For the purposes of this Section, Defeasance Obligations shall mean direct obligations of, or obligations, the principal of and interest on which are guaranteed by, the United States of America, or any agency thereof, obligations of any agency or instrumentality of the United States, provided that such obligations are, at the time of the purchase thereof, permitted investments under Tennessee Law for the purposes described in this Section.

#### Federal Tax Matters Related to the Bonds.

The 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 Bonds in a manner that would cause the 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 Bonds that it will, throughout the term of the 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 Bonds shall be and continue to be excluded from gross income for federal income tax purposes under Section 103 of the Code.

The Governing Body hereby delegates to the Mayor the authority to designate, and determine whether to designate, the Bonds as “qualified tax-exempt obligations,” as defined in Section 265 of the Code, to the extent the Bonds are not deemed designated as such and may be designated as such.

The appropriate officers of the Municipality are authorized and directed, on behalf of the Municipality, to execute and deliver all such certificates and documents that may be required of the Municipality in order to comply with the provisions of this Section related to the issuance of the Bonds.

Continuing Disclosure. The Municipality hereby covenants and agrees that it will provide annual financial information and event notices if and as required by Rule 15c2-12 of the Securities Exchange Commission for the Bonds. The Mayor is authorized to execute at the Closing of the sale of the Bonds an agreement for the benefit of and enforceable by the owners of the Bonds specifying the details of the financial information and material 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 Bonds to take such actions and to initiate such proceedings as shall be necessary and appropriate to cause the Municipality to comply with their undertaking as set forth herein and in said agreement, including the remedies of mandamus and specific performance.

Resolution a Contract. The provisions of this resolution shall constitute a contract between the Municipality and the registered owners of the Bonds, and after the issuance of the Bonds, no change, variation or alteration of any kind in the provisions of this resolution shall be made in any manner until such time as the Bonds and interest due thereon shall have been paid in full.

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.

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.

Duly adopted and approved on December 10, 2015.

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Mayor

Attested:

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City Recorder

STATE OF TENNESSEE        )

COUNTY OF MAURY         )

I, Betty R. Modrall, certify that I am the duly qualified and acting City Recorder of City of Columbia, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a meeting of the governing body of the Municipality held on December 10, 2015; that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to the Municipality's General Obligation Refunding Bonds.

WITNESS my official signature and seal of said Municipality on \_\_\_\_\_, 2015.

\_\_\_\_\_  
City Recorder

(SEAL)

**APPENDIX C**

**RECEIPT FOR BONDS AND INVESTMENT CERTIFICATE FORM**

CITY OF COLUMBIA, TENNESSEE

\$\_\_\_\_\_ GENERAL OBLIGATION REFUNDING BOND

RECEIPT FOR BOND AND  
INVESTMENT CERTIFICATE

The undersigned, \_\_\_\_\_ (the "Purchaser"), has purchased from the City of Columbia, Tennessee (the "Issuer"), the Issuer's \$\_\_\_\_\_ General Obligation Refunding Bond (the "Bond"), dated the date hereof, at an interest rate of \_\_\_\_\_% per annum. The Purchaser hereby acknowledges receipt of the Bond.

In connection with the purchase and receipt of the Bond, the undersigned further acknowledges, represents and certifies that:

- (i) the Purchaser is sufficiently familiar with the financial affairs of the Issuer to enable the Purchaser to evaluate the merits and risks of its investment in the Bond;
- (ii) the Purchaser is financially able to bear the risks of its investment in the Bond; and
- (iii) the Purchaser is purchasing the Bond for investment not, at the present time, with a view to any distribution thereof and has not offered to sell the Bond and has no immediate plans to do so.

The Purchaser realizes that if and when the Purchaser wishes to resell the Bond that there may not be available current financial information with respect to the Issuer. Accordingly, the Purchaser understands that it may need to bear the risks of this investment for an indefinite time, since any sale prior to the maturity of the Bond may not be possible or may be at a price below that the Purchaser is paying for the Bond.

The Purchaser has conducted its own investigation to the extent it deemed necessary. The Purchaser has been offered an opportunity to have made available to it any and all such information it might request from the Issuer. On this basis, it is agreed by execution of this Receipt that the Purchaser is not relying on any party or person other than the Issuer to undertake the furnishing or verification of information relating to this transaction.

The Purchaser is not acting in the capacity of broker-dealer or municipal securities underwriter in connection with its purchase of the Bond.

IN WITNESS WHEREOF, the undersigned has caused this Certificate to be executed by its duly authorized officer on this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

[BANK]

By: \_\_\_\_\_

Title: \_\_\_\_\_

## APPENDIX D

### CITY OF COLUMBIA, TENNESSEE COMPREHENSIVE ANNUAL FINANCIAL REPORTS

#### ELECTRONIC LINK

The current Comprehensive Annual Financial Report of the City of Columbia, Tennessee for the Fiscal Year Ended June 30, 2015 will be available on Friday, December 4, 2015 on the City's website:

<http://www.columbiatn.com/Finance/Finance.htm>

Other historical copies of the Comprehensive Annual Financial Report of the City of Columbia, Tennessee are available on the Comptroller's website:

[http://www.comptroller.tn.gov/RA\\_MA\\_Financial/Report.aspx](http://www.comptroller.tn.gov/RA_MA_Financial/Report.aspx)

The Comprehensive Annual Financial Reports are hereby incorporated by reference as APPENDIX D. To the extent there are any differences between the electronically posted financial statements of City of Columbia, the printed versions shall control.

The City of Columbia's current independent auditor has not been engaged to perform and has not performed any procedures on the financial statements addressed in that report since the date of its report included herein. The independent auditor also has not performed any procedures relating to this *Request for Proposals*.