

DIVISION III

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 County 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.

ARTICLE I

DEFINITIONS AND CONSTRUCTION

SECTION 1.01. 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:

“Agent” means _____, _____, _____, its successors and assigns.

“Agreement” means this Refunding Escrow Agreement, dated as of the date of the Refunding Bonds, between the County and the Agent.

“County” means the Wilson County, Tennessee.

“Escrow Fund” shall have the meaning ascribed to it in Section 2.01 hereof.

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

“Outstanding Bonds” has the meanings in the recitals hereto.

“Refunding Bonds” has the meanings in the recitals hereto.

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

SECTION 1.02. 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 2.01. Creation of Escrow; Deposit of Funds. The County 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 2.02. Investment of Funds. The monies described in Section 2.01 hereof shall be held or invested as follows:

(i) the amount of \$_____ shall be used to purchase the Government Securities described on Exhibit B attached hereto; and

(ii) the amount of \$_____ shall be held as cash in a non-interest-bearing account.

Except as provided in Sections 2.04 and 2.06 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 2.03. Disposition of Escrow Funds. The Agent shall without further authorization or direction from the County collect the principal 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 shall make timely payments to the proper paying agent or agents, or their successors, for the Outstanding Bonds of monies sufficient for the payment of the principal of and interest on the Outstanding Bonds as the same shall become due and payable. Amounts and dates of principal and interest payments and the name and address of the paying agent with respect to the Outstanding Bonds are set forth on Exhibit A. Payment on the dates and to the paying agent in accordance with Exhibit A shall constitute full performance by the Agent of its duties hereunder with respect to each respective payment. The County 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 Bonds shall be paid from the Escrow Fund, and the County 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 Bonds to the paying agent as hereinabove provided, the Agent shall transfer any monies or Government Securities then held hereunder to the County and this Agreement shall terminate.

SECTION 2.04. Excess Funds. Except as provided in Section 2.06 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 Bonds, 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 Bonds. Upon retirement of all the Outstanding Bonds, the Agent shall pay any excess amounts remaining in the Escrow Fund to the County.

SECTION 2.05. Reports. The Escrow Agent shall deliver to the County Clerk of the County a monthly report summarizing all transactions relating to the Escrow Fund; and on or before the first day of August of each year shall deliver to the County Clerk and the Finance Director a report current as of June 30 of that year, which shall summarize all transactions relating to the Escrow Fund effected during the immediately preceding fiscal year of the County and which also shall set forth all assets in the Escrow Fund as of June 30 and set forth opening and closing balances thereof for that fiscal year.

SECTION 2.06. 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 Obligations, maturing no later than the next interest payment date of the Outstanding Bonds, or for such periods or at such interest rates as the Agent shall be directed by Written Request, provided, however, that the County shall furnish the Agent, as a condition precedent to such investment, with an opinion from nationally recognized bond counsel stating that such reinvestment of such monies will not, under the statutes, rules and regulations then in force and applicable to obligations issued on the date of issuance of the Refunding Bonds, cause the interest on the Refunding Bonds or the Outstanding Bonds not to be excluded from gross income for Federal income tax purposes and that such investment is not inconsistent with the statutes and regulations applicable to the Refunding Bonds or the Outstanding Bonds. Any interest income resulting from reinvestment of monies pursuant to this Section 2.06 shall be applied first to the payment of principal of and interest on the Outstanding Bonds to the extent the Escrow is or will be insufficient to retire the Outstanding Bonds as set forth on Exhibit A and any excess shall be paid to the County to be applied to the payment of the Refunding Bonds or the expenses of issuance thereof.

SECTION 2.07. Irrevocable Escrow Created. The deposit of monies in the Escrow Fund shall constitute an irrevocable deposit of said monies for the benefit of the holder of the Outstanding Bonds except as provided herein with respect to amendments permitted under Section 4.01 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 County and the Agent and used only for the purposes and in the manner provided in this Agreement.

SECTION 2.08. Redemption of the Outstanding Bonds. Unless notice of redemption has been given to the holders of the Outstanding Bonds prior to delivery of the Refunding Bonds, the Outstanding Bonds shall be redeemed as stated on Exhibit C attached hereto. The Agent is authorized to give notice to the paying agent for the Outstanding Bonds not less than 45 days prior to the stated respective redemption dates of the Outstanding Bonds directing the paying agent bank to give notice to the holders of the Outstanding Bonds as and when required by the resolution authorizing the Outstanding Bonds.

ARTICLE III

CONCERNING THE AGENT

SECTION 3.01. Appointment of Agent. The County hereby appoints the Agent as escrow agent under this Agreement.

SECTION 3.02. 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 3.03. 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 County or any paying agent of its obligations, or to protect any of the County's rights under any bond proceedings or any of the County's other contracts with or franchises or privileges from any state, county, municipal 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 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 Bonds or in the Refunding Bonds or in any proceedings taken in connection therewith, but they are made solely by the County. 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 Bonds. So long as the Agent applies any monies, the Government Securities to pay the Outstanding Bonds 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 Bonds 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 County in escrow for the benefit of the holders of the Outstanding Bonds, 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 3.04. Permitted Acts. The Agent and its affiliates may become the owner of or may deal in the Series [2013A] Bonds as fully and with the same rights as if it were not the Agent.

SECTION 3.05. Exculpation of Funds of Agent. Except as set forth in Section 3.03, 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 3.06. 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, located in the State of Tennessee, 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 3.07. Payment to Agent. The County agrees to pay the Agent, as reasonable and proper compensation under this Agreement the sum of \$ _____. 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 County 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 payment of debt service of the Outstanding Bonds; provided, however, that, to the extent permitted by applicable law, the County 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 County and shall not give rise to any claim against the Escrow Fund.

SECTION 3.08. Resignation of Agent. The Agent may at any time resign by giving direct written notice to the County and by giving the holder of the Outstanding Bonds by first-class mail of such resignation. Upon receiving such notice of resignation, the County 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 Wilson County, Tennessee, for the appointment of a successor, or any holder of the Outstanding Bonds 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 3.06. The Agent shall serve as escrow agent hereunder until its successor shall have been appointed and such successor shall have accepted the appointment.

SECTION 3.09. Removal of Agent. In case at any time the Agent shall cease to be eligible in accordance with the provisions of Section 3.06 hereof and shall fail to resign after written request therefor by the County or by any holder of the Outstanding Bonds, 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 County may remove the Agent and appoint a successor by resolution of its governing body or any such holder may, on behalf of himself and all others similarly situated, petition any court of competent jurisdiction situated in the County 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 3.08. 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.

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 3.10 hereof.

SECTION 3.10. Acceptance by Successor. Any successor escrow agent appointed as provided in this Agreement shall execute, acknowledge and deliver to the County 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 County 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 County 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 3.07 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 3.07 hereof.

ARTICLE IV

MISCELLANEOUS

SECTION 4.01. Amendments to this Agreement. This Agreement is made for the benefit of the County, the holders from time to time for the Outstanding Bonds and it shall not be repealed, revoked, altered or amended without the written consent of all such holders, the Agent and the County; provided, however, that the County 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 holder[s] of the Outstanding Bonds 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 holder of the Outstanding Bonds 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 Obligations 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, premium, if any, and interest on the Outstanding Bonds. The County hereby covenants and agrees that it will not request the Agent to exercise any of the powers described in the preceding sentence in any manner which will cause the Refunding Bonds or Outstanding Bonds to be arbitrage bonds within the meaning of Section 148 of the Code in effect on the date of such request and applicable to obligations issued on the issue date of the Refunding Bonds. The Agent shall purchase such substituted securities with the proceeds derived from the maturity, sale, transfer, disposition or redemption of the Government Obligations held hereunder or from other monies available. The transactions may be effected only if there shall have been submitted to the Agent: (1) 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, premium, if any, and interest on the Outstanding Bonds in the manner required by the proceedings which authorized their issuance; and (2) an opinion from nationally recognized bond counsel to the effect that the disposition and substitution or purchase of such securities will not, under the statutes, rules and regulations then in force and applicable to obligations issued on the date of issuance of the Refunding Bonds, or Outstanding Bonds cause the interest on the Refunding Bonds not to be exempt from Federal income taxation. Any surplus monies resulting from the sale, transfer, other disposition or redemption of the Government Obligations 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 County.

SECTION 4.02. 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 4.03. Governing Law. This Agreement shall be governed and construed in accordance with the law of the State of Tennessee.

SECTION 4.04. 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 County:

Wilson County, Tennessee
228 East Main Street, Room 104
Lebanon, Tennessee 37087
Attn: County Mayor

To the Agent:

The County 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 4.05. 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 4.06. 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 4.07. 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.

Signatures on Following Page

IN WITNESS WHEREOF, the County has caused this Agreement to be signed in its name by its County Mayor and attested by its County Clerk and the official seal of the County to be impressed hereon, and the Agent has caused this Agreement to be signed in its corporate name by its duly authorized officer, all as of the day and date first above written.

WILSON COUNTY, TENNESSEE

By: _____
County Mayor

(SEAL)

County Clerk

as Escrow Agent

By: _____
Title: _____

EXHIBIT A

Wilson County, Tennessee

**Debt Service of 2002 Rural School Refunding Bonds, in the original aggregate principal amount of
\$ _____ to the Redemption Date**

**Paying Agent: Regions Bank
Nashville, Tennessee**

EXHIBIT B

Government Securities
Certificate of Indebtedness
U.S. State and Local Government Series

Amount

Interest Rate

Maturity Date

Issue Date

Total Cost of Securities: \$ _____

Initial Cash Deposit: \$ _____

EXHIBIT C

NOTICE OF REDEMPTION
WILSON COUNTY, TENNESSEE

NOTICE IS HEREBY GIVEN that Wilson County, Tennessee (the "County"), has elected to and does exercise its option to call and redeem on _____, 201__ all the County's outstanding bonds (the "Outstanding Bonds") as follows:

Rural School Refunding Bonds, Series 2002, dated August 1, 2002, maturing [April 1, ____ through April 1, ____, inclusive]

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Cusip No.</u>
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The owners of the above-described Outstanding Bonds are hereby notified to present the same to the offices of Regions Bank, Nashville, Tennessee, where redemption shall be made at the redemption price of 102% par, plus interest accrued to the redemption date. The redemption price will become due and payable on _____, 201__, upon each such Bond herein called for redemption and such Bond shall not bear interest beyond _____, 201__].

Important Notice: Withholding of 28% of gross redemption proceeds of any payment made within the United States may be required by the Economic Growth and Tax Relief Reconciliation Act of 2003 (the "Act"), unless the Paying Agent has the correct taxpayer identification number (social security or employer identification number) or exemption certificate of the payee. Please furnish a properly completed W-9 or exemption certificate or equivalent when presenting your securities.

Regions Bank
Registration and Paying Agent

EXHIBIT C

ESTIMATED COSTS OF ISSUANCE AND PRELIMINARY DEBT SERVICE SCHEDULE
(attached)

WILSON COUNTY, TENNESSEE

\$2,040,000 County District School Refunding Bonds, Series 2013

Tax-Exempt

Refunding of Series 2002 Rural School Refunding Bonds

Projected Debt Service Schedule for Annual Budgeting

Date	Principal	Coupon	Interest	Total P+I
06/30/2014	340,000.00	0.600%	16,550.63	356,550.63
06/30/2015	335,000.00	0.800%	26,332.50	361,332.50
06/30/2016	335,000.00	1.200%	23,652.50	358,652.50
06/30/2017	335,000.00	1.500%	19,632.50	354,632.50
06/30/2018	345,000.00	1.850%	14,607.50	359,607.50
06/30/2019	350,000.00	2.350%	8,225.00	358,225.00
Total	\$2,040,000.00	-	\$109,000.63	\$2,149,000.63

**Cost of Issuance of County District School Refunding Bonds,
Series 2013**

		Price per \$1,000 bond	
Underwriter's Discount	\$ 10,200.00	\$ 5.00	*
Financial Advisor	4,417.93	2.17	
Bond Counsel	6,500.00	3.18	
Rating Agency	2,325.23	1.14	
Other Costs	1,484.28	0.72	
Total Cost of Issuance	\$ 24,927.44	\$ 12.21	

* Subject to competitive bid

EXHIBIT D

**FORM OF ENGAGEMENT LETTER
(attached)**

FORM OF ENGAGEMENT LETTER

LETTERHEAD OF BASS, BERRY & SIMS PLC

September __, 2013

Wilson County, Tennessee
228 East Main Street
Lebanon, Tennessee 37087
Attention: Randall Hutto, County Mayor

Re: Issuance of Not to Exceed \$11,120,000 in Aggregate Principal Amount of County District School Refunding Bonds.

Dear Mayor:

The purpose of this engagement letter is to set forth certain matters concerning the services we will perform as bond counsel to Wilson County, Tennessee (the "Issuer"), in connection with the issuance of the above-referenced bonds (the "Bonds"). We understand that the Bonds are being issued for the purpose of providing funds necessary to refinance all or a portion of certain of the Issuer's outstanding rural school bonds and to pay costs of issuance of the Bonds, as more fully set forth in the resolution adopted by the County Commission on September 16, 2013. We further understand that the Bonds will be sold at a competitive public sale.

SCOPE OF ENGAGEMENT

In this engagement, we expect to perform the following duties:

1. Subject to the completion of proceedings to our satisfaction, render our legal opinion (the Bond Opinion) regarding the validity and binding effect of the Bonds, the source of payment and security for the Bonds, and the excludability of interest on the Bonds from gross income for federal income tax purposes.
2. Prepare and review documents necessary or appropriate for the authorization, issuance and delivery of the Bonds, coordinate the authorization and execution of such documents, and review enabling legislation.
3. Assist the Issuer in seeking from other governmental authorities such approvals, permissions and exemptions as we determine are necessary or appropriate in connection with the authorization, issuance, and delivery of the Bonds, except that we will not be responsible for any required blue-sky filings.
4. Review legal issues relating to the structure of the Bond issue.
5. Draft those sections of the official statement to be disseminated in connection with the sale of the Bonds, describing the Bond Opinion, the terms of and security for the Bonds, and the treatment of the Bonds and interest thereon under state and federal tax law.

6. Assist the Issuer in presenting information to bond rating organizations and providers of credit enhancement relating to legal issues affecting the issuance of the Bonds, if requested.
7. Prepare and review the notice of sale pertaining to the competitive sale of the Bonds, if any, and review the bond purchase agreement, if sold at negotiated sale.
8. Draft the continuing disclosure undertaking of the Issuer.

Our Bond Opinion will be addressed to the Issuer and will be delivered by us on the date the Bonds are exchanged for their purchase price (the "Closing").

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

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

- a. Except as described in paragraph (5) above,
 - 1) Assisting in the preparation or review of an official statement or any other disclosure document with respect to the Bonds, or
 - 2) Performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document, or
 - 3) Rendering advice that the official statement or other disclosure documents
 - a) Do not contain any untrue statement of a material fact or
 - b) Do not omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.
- b. Preparing requests for tax rulings from the Internal Revenue Service, or no action letters from the Securities and Exchange Commission.
- c. Preparing blue sky or investment surveys with respect to the Bonds.
- d. Drafting state constitutional or legislative amendments.
- e. Pursuing test cases or other litigation, (such as contested validation proceedings).
- f. Making an investigation or expressing any view as to the creditworthiness of the Issuer or the Bonds.

- g. Except as described in paragraph 8 above, assisting in the preparation of, or opining on, a continuing disclosure undertaking pertaining to the Bonds or, after Closing, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking.
- h. Representing the Issuer in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.
- i. After Closing, providing continuing advice to the Issuer or any other party concerning any actions necessary to assure that interest paid on the Bonds will continue to be excludable from gross income for federal income tax purposes (e.g., our engagement does not include rebate calculations for the Bonds).
- j. Addressing any other matter not specifically set forth above that is not required to render our Bond Opinion.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter, the Issuer will be our client and an attorney-client relationship will exist between us. We assume that all other parties will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction. We further assume that all other parties understand that in this transaction we represent only the Issuer, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as bond counsel are limited to those contracted for in this letter; the Issuer's execution of this engagement letter will constitute an acknowledgment of those limitations. Our representation of the Issuer will not affect, however, our responsibility to render an objective Bond Opinion. Please note that, in our representation of the Issuer, we will not act as a "municipal advisor", as such term is defined in the Securities Exchange Act of 1934, as amended.

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

As you are aware, our firm represents many political subdivisions, companies and individuals. It is possible that during the time that we are representing the Issuer, one or more of our present or future clients will have transactions with the Issuer. It is also possible that we may be asked to represent, in an unrelated matter, one or more of the entities involved in the issuance of the Bonds. We do not believe such representation, if it occurs, will adversely affect our ability to represent you as provided in this letter, either because such matters will be sufficiently different from the issuance of the Bonds as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Bonds. From time to time, our firm represents Stephens Inc. in matters unrelated to the Bonds. We believe this representation fits within the foregoing description. Execution of this letter will signify the Issuer's consent to such representation of the Financial Advisor and to our representation of others consistent with the circumstances described in this paragraph.

FEES

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing represented by the Bonds; (ii) the duties we will undertake pursuant to this engagement letter; (iii) the time we anticipate devoting to the financings; and (iv) the responsibilities we will assume in connection therewith, we estimate that our fee will be \$6,500 for the Bonds. Our fees may vary: (a) if the principal amount of Bonds actually issued differs significantly from the amounts stated above; (b) if material changes in the structure or schedule of the respective financings occur; or (c) if unusual or unforeseen circumstances arise which require a significant increase in our time or responsibility. If, at any time, we believe that circumstances require an adjustment of our original fee estimates, we will advise you and prepare and provide to you an amendment to this engagement letter. The fees quoted above will include all out-of-pocket expenses advanced for your benefit, such as travel costs, photocopying, deliveries, long distance telephone charges, telecopier charges, filing fees, computer-assisted research and other expenses.

If, for any reason, the financing represented by the Bonds is completed without the delivery of our Bond Opinion as bond counsel or our services are otherwise terminated, we will expect to be compensated at our normal rates for the time actually spent on your behalf plus client charges as described above unless we have failed to meet our responsibilities under this engagement, but in no event will our fees exceed \$6,500.

RECORDS

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. All goods, documents, records, and other work product and property produced during the performance of this engagement are deemed to be Issuer's property. We agree to maintain documentation for all charges against the Issuer. Our books, records, and documents, insofar as they relate to work performed or money received under this engagement, shall be maintained for a period of three (3) full years from the respective Closings and will be subject to audit, at any reasonable time and upon reasonable notice by the Issuer or its duly appointed representatives.

OTHER MATTERS

We have not retained any persons to solicit or secure this engagement from the Issuer upon an agreement or understanding for a contingent commission, percentage, or brokerage fee. We have not offered any employee of the Issuer a gratuity or an offer of employment in connection with this engagement and no employee has requested or agreed to accept a gratuity or offer of employment in connection with this engagement.

Any modification or amendment to this Engagement Letter must be in writing, executed by us and contain the signatures of the Issuer. The validity, construction and effect of this Engagement Letter and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Any action between the parties arising from this Engagement Letter shall be maintained in the state or federal courts of Davidson County, Tennessee.

CONCLUSION

If the foregoing terms are acceptable to you, please so indicate by returning the enclosed copy of this engagement letter dated and signed by an authorized officer, retaining the original for your files. We look forward to working with you.

WILSON COUNTY, TENNESSEE:

BASS, BERRY & SIMS PLC:

By: _____
Randall Hutto, County Mayor

By: _____
Karen S. Neal, Member

STATE OF TENNESSEE)

COUNTY OF WILSON)

I, J. H. Goodall, certify that I am the duly qualified and acting County Clerk of Wilson County, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a regular meeting of the governing body of the County held on September 16, 2013; 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 refunding of certain of the County's outstanding County District School Refunding Bonds.

WITNESS my official signature and seal of said County this ____ day of _____, 2013.

County Clerk

(SEAL)

**Wilson County Election Commission
Voter Registration/ Activity Report
August 1 - August 31**

TOTAL REGISTERED VOTERS

62,911

VOTERS BY COMMISSION DISTRICT

	NEW	TOTAL REGISTERED
DIST 1	10	2660
DIST 2	13	2526
DIST 3	21	2920
DIST 4	16	2801
DIST 5	22	2903
DIST 6	11	2193
DIST 7	2	2098
DIST 8	7	2707
DIST 9	6	2230
DIST 10	14	2767
DIST 11	46	3785
DIST 12	3	2374
DIST 13	10	2654
DIST 14	18	2863
DIST 15	9	2135
DIST 16	20	2349
DIST 17	20	2438
DIST 18	8	2798
DIST 19	15	2018
DIST 20	10	1409
DIST 21	9	1764
DIST 22	5	2473
DIST 23	17	3160
DIST 24	7	2115
DIST 25	18	2771
TOTALS	337	62,911
HOUSE DIST 46	113	23,158
HOUSE DIST 57	224	39,753
TOTAL VOTERS MADE INACTIVE FOR AUGUST		167
TOTAL INACTIVE		12,976
TOTAL ELIGIBLE VOTERS		75,887
TOTAL NEW REGISTRATIONS FOR AUGUST		337
TOTAL ADDRESS CHANGES		118
TOTAL NAME CHANGES		17
TOTAL DUPLICATE REGISTRATIONS		47
TOTAL VOTERS PURGED FOR AUGUST		156
MOVED OUT OF COUNTY		86
DECEASED		64
FELON		3
INACTIVE FOR 2 FEDERAL ELECTIONS		1
VOTER REQUEST		2

**WILSON COUNTY BUILDING INSPECTOR
233 EAST GAY STREET, WILSON COUNTY COURTHOUSE ANNEX
LEBANON, TN 37087
PHONE (615) 444-3025
FAX (615) 443-6194**

TO: WILSON COUNTY COMMISSION
FROM: WILSON COUNTY BUILDING INSPECTOR
DATE: 07/01/13 thru 08/31/13

ACTIVITY REPORT

NUMBER OF PERMIT APPLICATIONS	61
NUMBER OF PERMITS ISSUED	59
NUMBER OF CERTIFICATES OF COMPLIANCE	21
TOTAL MONEY COLLECTED (PERMITS)	\$70,908.30
NUMBER OF ADEQUATE FACILITIES TAX	82
TOTAL MONEY COLLECTED (AFT)	\$233,610.00

YEAR TO DATE 07/01/13 thru 07/31/13

PERMIT APPLICATIONS	132
PERMITS ISSUED	123
CERTIFICATES OF COMPLIANCE	46
TOTAL MONEY	\$130,677.40
NUMBER OF AFT	200
TOTAL MONEY	\$559,379.10

SCHOOL BOARD AD HOC COMMITTEE MINUTES

The School Board Ad Hoc Committee of the County Commission of Wilson County, Tennessee met in called session on Thursday, August 29, 2013 at 5:30 p.m. in the upstairs Conference Room at the Wilson County Courthouse in Lebanon, Tennessee. Those members present were Commissioners Eugene Murray, Gary Keith and Annette Stafford, being all the members of the Committee with the exception of Commissioners Mike Justice and Bernie Ash, who were absent. Also present was County Mayor Randall Hutto and County Attorney Michael R. Jennings.

County Mayor Hutto called the meeting to order and determined that a quorum was present.

Mayor Hutto explained the purpose of this Committee and the names of those he selected to serve on this Committee. This Committee is to study the issue of whether a five (5) member Board of Education is sufficient to serve approximately 114,000 citizens in Wilson County or whether there should be a change in the size of the board. This Committee will gather all the data that it can on these issues and make a recommendation to the Education Committee. The Education Committee can then deliberate and bring a recommendation to the County Commission.

Mayor Hutto advised that three (3) people had contacted him asking to be a part of this Committee. The first was Pat Bryant, a former School Board Member of approximately twenty (20) years. Judy Ashe Wright, the widow of Lebanon High School Principal W. A. Wright also asked to be a part. The third person was current School Board Chairman Don Weathers. It was determined that these individuals can contribute information to the Committee but deliberations and votes will be limited to Committee Members. Commissioner Murray suggested that we use these additional people as resources and make them available for their expertise but not be a part of the Committee.

Motion to nominate Commissioner Gary Keith to serve as Chairman was made by Commissioner Murray, seconded by Commissioner Stafford and carried unanimously.

Chairman Keith assumed the duties as Chairman and advised that he would like to have a full complement of Committee Members before the Committee proceeded much further. County Attorney Jennings distributed an e-mail and attached documents that he had forwarded Commissioner Annette Stafford in January of this year.

Commissioner Stafford talked about Senate Bill No. 85 and its effect on the size of School Boards.

The Committee discussed briefly future meeting dates. It was determined that Chairman Keith would poll the Committee Members to determine the best meeting dates for Committee Members.

The Committee discussed briefly the different Boards of Education around the State of Tennessee and the various numbers on those boards. County Attorney Jennings noted that he was surprised to learn a few months ago at the Summer Law Institute that several boards have an even number of members. Whether this Committee chooses to increase, or decrease, the size of the current Wilson County Board of Education, it is recommended that the board should continue to have an odd number of members.

There being no further business to come before the Committee on motion of Commissioner Murray, seconded by Commissioner Stafford, the Committee voted unanimously to adjourn.

SECRETARY

August 2nd, 2013

The Wilson County Road Commission met in regular session on August 2nd, 2013 at 9:00 am, with the following members present: Mayor Randall Hutto, Commissioner Billy Rowland, Commissioner Kenny Reich, Commissioner Adam Bannach, absent Commissioner Jeff Joines.

Mayor Hutto called the August 2nd, 2013 meeting into session.

Commissioner Rowland made the motion to approve the minutes of July 12th, 2013 Road Commission meeting as presented, second by Commissioner Reich motion carried.

DELEGATIONS: Commissioner Sarah Patton stated her appreciation on the work done on Patton Hollow Rd. Requested work done on Butterball Road.

ASSISTANT SUPERINTENDENTS REPORT:

Assistant Lynch advised that there was a lot of mowing, and right of way maintenance due to the amount of rain we have had this year.

Paving at this time on South Greenhill Road

Commissioner Joines requested that the red light on Stewartsferry Pike at Red Cedar Lane go to a yellow flashing caution light. After discussion by Commissioner Joines, Commissioner Reich second the motion made by Commissioner Joines, motion carried.

Commissioner Rowland made the motion to approve Assistant Lynchs report, second by Commissioner Reich, motion carried.

SUPERINTENDENT REPORT:

Discussion on the Two Year and Roads working report, progress being made by the developers since receiving the letters on finishing their subdivisions.

Commissioner Reich made the motion to accept the superintendents report, second by commissioner Rowland, motion carried.

COUNTY ATTORNEYS REPORT: None

OLD BUSINESS:

NEW BUSINESS:

Being of no further business, Commissioner Joines made the motion to adjourn the Wilson County Road Commission Meeting, second by Commissioner Rowland motion carried.

Wilson County Road Commission

Approved

Chairman

Secretary

Wilson County Planning Commission Minutes

The Wilson County Planning Commission met Friday, July 19, 2013 at 11:00 a.m. in the County Commission Room of the Wilson County Courthouse located at 228 East Main Street Lebanon, Tennessee pursuant to public notice. Those members present were Fitzpatrick, Graves, Jones, Hutto, Locke, Nokes, Williams and Woods constituting the entire membership with the exception of Dixon, Jewell and Major who were absent. Also present were the County Planning Staff, the County Building Inspectors Staff, the County Attorney and Court Reporter Teresa Hatcher.

Chairman Fitzpatrick then asked all individuals who desired to make statements before the Commission to stand and raise their right hand. She thereupon, administered the oath to every one of the prospective witnesses.

The minutes of the June 21, 2013 meeting were approved on motion of Graves second by Woods and all voting aye.

Old Business:

On motion of Jones, second by Williams, with all voting aye the following plats were grouped and deferred until the August 16, 2013 meeting per the applicant's request.

Revised Prelim. Pine Creek Estates	194 lots (46 revised)
Mires Road	120/18.00
Final-Pine Creek Estates Phase 1	32 lots
Mires Road	120/18.00

New Business

The following site plan and plats was presented:

- 01.) Site Plan-Hoover Quarry Office Building 1 lot
2147 Highway 231 South 103/41.00
Site Plan was presented. Staff read recommendations. Surveyor Pal Crockett was present to answer any questions and agreed to comply with staff comments. On motion of Nokes, second by Graves, with all voting aye, the site plan was approved subject to staff recommendations.
- 02.) Sketch Plat-Hawthorne Valley Phase 2 & 3 151 lots
Central Pike 100/34.00, 59.00
Plat was presented. Staff read recommendations. Ryan Lovelace with Civil Site Design Group was present to answer questions and agreed to comply with staff comments and utility comments. On motion of Graves, second by Locke, with all voting aye the plat was approved subject to staff and utility comments.
- 03.) Rsb./Amd.; Carol Hope McCullough Property 4 lots
Bradshaw Road 26A/B/10.00-13.00
Plat was presented Staff read comments. Surveyor Paul Crockett was present to answer questions and agreed to comply with all staff comments. On motion of Woods, second by Nokes, with all voting aye, the plat was approved subject to staff recommendations.

A summary of the Comprehensive Plan for Wilson County was presented by Brian Collins, Regional Planner, Greater Nashville Regional Council; and Michael Skipper Executive Director of the Nashville Area Metropolitan Planning Organization

There being no further business to come before the Commission the meeting was adjourned.

Chairman noted the staff recommendations and related discussions had entered into the decision making of the Commission and directed the staff recommendations to be placed in the minute attachment file. There being no further business to come before the Commission at this time, the same was on motion duly made and seconded, adjourned.

Randall Hutto, Secretary

A G E N D A
WILSON COUNTY BOARD OF COMMISSIONERS
SEPTEMBER 16, 2013 7:00 P.M.

CALL TO ORDER BY THE CHAIRMAN
PRAYER
PLEDGE TO THE FLAG
ROLL CALL BY THE COUNTY CLERK

REPORT OF THE STEERING COMMITTEE
ADOPTION OF THE AGENDA
CONSENT AGENDA

SPECIAL RECOGNITION

REPORT OF THE MINUTES COMMITTEE
READING OF THE MINUTES

COMMUNICATIONS FROM THE CHAIR

ELECTIONS & APPOINTMENTS

NOTARIES
COMMISSION CHAIRPERSON
COMMISSION CHAIRPERSON PRO TEM
FINANCE COMMITTEE (4 MEMBERS)
BUDGET COMMITTEE (4 MEMBERS)
ETHICS COMMITTEE (5 MEMBERS)
REVENUE COMMITTEE (3 MEMBERS)
WATER & WASTEWATER AUTHORITY (1 MEMBER)

REPORT OF THE EMERGENCY MANAGEMENT COMMITTEE
EMERGENCY MANAGEMENT DIRECTOR'S REPORT

REPORT OF THE LAW ENFORCEMENT COMMITTEE
SHERIFF'S REPORT

REPORT OF THE EDUCATION COMMITTEE
DIRECTOR OF SCHOOLS REPORT

REPORT OF THE PUBLIC WORKS COMMITTEE

COMMITTEE REPORTS & RESOLUTIONS

AGRICULTURAL CENTER MANAGEMENT
ANIMAL CONTROL
BACK TAX
CABLE TELEVISION
DEVELOPMENT & TOURISM

FINANCE
HEALTH & WELFARE
INSURANCE
JUDICIAL
PLANNING & ZONING
RECREATION
RULES
URBAN TYPE PUBLIC FACILITIES BOARD

FINANCE DIRECTOR'S REPORT
REPORT OF THE BUDGET COMMITTEE

OLD BUSINESS
NEW BUSINESS

PUBLIC HEARING FOR ZONING PURPOSES
ONE HOUR AFTER COMMISSION CONVENES

ADJOURNMENT