

RESOLUTION 08-46

**A RESOLUTION TO ACCEPT
ENGAGEMENT LETTER
OF BASS, BERRY & SIMS, PLC**

WHEREAS, Bass, Berry and Sims, PLC has been selected to serve as bond counsel for the City of Spring Hill, Tennessee;

WHEREAS, the engagement letter sets out the specific services to be provided as bond counsel and outlines the services which are excluded from such service; and

WHEREAS, the fee is to be estimated at \$6,000.00 if the transaction is consummated. If the fee is to exceed such payment this Board must specifically authorize such additional fees to be paid prior to closing.

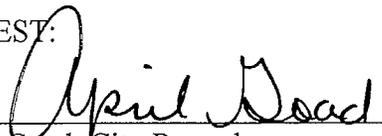
NOW THEREFORE, BE IT RESOLVED, by the Spring Hill Board of Mayor and Aldermen that the Mayor be granted authority and authorization to execute the attached engagement letter from Bass, Berry and Sims, PLC.

Passed and adopted by the Spring Hill Board of Mayor and Aldermen on the 20th day of October, 2008.



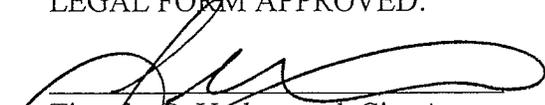
Danny M. Leverette, Mayor

ATTEST:



April Goad, City Recorder

LEGAL FORM APPROVED:



Timothy P. Underwood, City Attorney

BASS, BERRY & SIMS PLC
Attorneys at Law

A PROFESSIONAL LIMITED LIABILITY COMPANY

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Nashville, Tennessee 37238-3001
(615) 742-6200

October 10, 2008

Honorable Danny Leverette
Spring Hill Mayor
199 Town Center Parkway
Spring Hill, Tennessee 37174

**Re: Approximately \$2,500,000 General Obligation Capital Outlay Notes,
Series 2008 of Spring Hill, Tennessee**

Dear Mayor Leverette:

The purpose of this engagement letter is to set forth certain matters concerning the services we will perform as bond counsel to Spring Hill, Tennessee (the "Issuer"), in connection with the issuance of the above-referenced notes (the "Notes"). We understand that the Notes are being issued for the purpose of providing funds for (i) paving and road improvements within the Municipality; (ii) acquisition of all property, real and personal appurtenant to the foregoing; (iii) payment of legal, fiscal, administrative, architectural and engineering costs incident to the foregoing (the "Projects"); (iv) reimbursement for funds previously expended for the Projects costs, if any; and (v) the payment of costs incident to the issuance and sale of the Notes, and that the Notes will be secured by unlimited ad valorem taxes. We further understand that the Notes and will be sold at a competitive public sale.

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

- (1) Subject to the completion of proceedings to our satisfaction, render our legal opinion (the "Bond Opinion") regarding the validity and binding effect of the Notes, the source of payment and security for the Notes, and the excludability of interest on the Notes from gross income for federal income tax purposes and state tax purposes;
- (2) Prepare and review documents necessary or appropriate to the authorization, issuance and delivery of the Notes, coordinate the authorization and execution of documents, and review and, where appropriate, draft enabling legislation;
- (3) Assist the Issuer in seeking from other governmental authorities such approvals, permissions and exemptions as we determine are necessary or appropriate in connection with the authorization, issuance and delivery of the Notes, except that we will not be responsible for any required Blue Sky filings;

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(4) Review legal issues relating to the structure of the Note issue;

(5) Prepare and review those sections of the official statement, private placement memorandum or other form of offering or disclosure document to be disseminated in connection with the sale of the Notes involving the description of (i) federal law pertinent to the validity of the Notes and the tax law treatment thereon, (ii) the terms of the Notes, and (iii) our Bond Opinion.

(6) Assist the Issuer in presenting information to bond rating agencies and providers of credit enhancement relating to legal issues affecting the issuance of the Notes.

(7) Draft the continuing disclosure undertaking of the Issuer, if any.

The Bond Opinion will be addressed to the Issuer and the original purchaser of the Notes and will be delivered by us on the date the Notes 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 Notes. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Notes and their security.

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, assisting in the preparation or review of an official statement or any other disclosure document with respect to the Notes, or performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document or rendering advice that the official statement or other disclosure document does not contain any untrue statement of a material fact or 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 Notes.

(d) Except as described in paragraph (2) above, drafting state constitutional or legislative amendments.

(e) Pursuing test cases or other litigation except as set forth above.

(f) Making an investigation or expressing any view as to the creditworthiness of the Issuer or the Notes.

(g) Opining on a continuing disclosure undertaking pertaining to the Notes 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 Notes will continue to be excludable from gross income for federal income tax purposes (e.g., our engagement does not include rebate calculations for the Notes).

(j) Addressing any other matter not specifically set forth above that is not required to render our Bond Opinion.

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

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

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 Notes. We do not believe such representation 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 Notes so as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Notes. Execution of this letter will signify the Issuer's consent to our representation of others consistent with the circumstances described in this paragraph.

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing represented by the Notes; (ii) the duties we will undertake pursuant to this engagement letter; (iii) the time we anticipate devoting to the financing; and (iv) the responsibilities we will

assume in connection therewith, we estimate that our fee will be \$6,000. Our fee may vary: (a) if the principal amount of Notes actually issued differs significantly from the amount stated above; (b) if material changes in the structure or schedule of the financing 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 estimate, we will advise you and prepare and provide to you an amendment to this engagement letter. We understand and agree that our fees will be paid at the Closing. If the financing is not consummated, we understand and agree that we will not be paid.

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work product pertaining to the transaction, will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other materials retained by us after the termination of this engagement.

I will serve as the primary contact for this engagement.

If the foregoing terms of this engagement are acceptable to you please so indicate by returning the enclosed copy of this letter signed by an appropriate officer, retaining the original for your files.

We look forward to working with you.

Sincerely,



Jeffrey A. Oldham

Accepted and Approved:

By: _____

Name: _____

Date: _____