

**RESOLUTION 14-65**

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

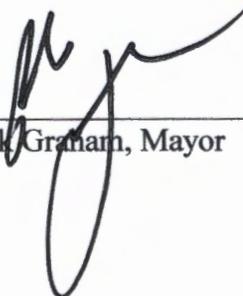
**WHEREAS**, Bass, Berry and Sims, PLC has been selected to serve as disclosure counsel with the offering of its General Obligation Public Improvement Bonds, Series 2014 for the City of Spring Hill, Tennessee;

**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

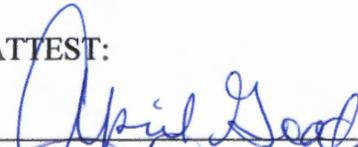
**WHEREAS**, the fee is to be estimated at \$12,500.00 if the transaction is consummated. If the fee is to exceed such payment this Board must specifically authorize such additional fees to be paid prior to closing.

**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 19<sup>th</sup> day of May, 2014.

  
\_\_\_\_\_  
Rick Graham, Mayor

ATTEST:

  
\_\_\_\_\_  
April Goad, City Recorder

LEGAL FORM APPROVED:

  
\_\_\_\_\_  
Patrick Carter, City Attorney

**BASS BERRY + SIMS,**

150 Third Avenue South, Suite 2800  
Nashville, TN 37201  
(615) 742-6200

May 19, 2014

City of Spring Hill, Tennessee  
Spring Hill, Tennessee  
Attention: Rick Graham, Mayor

**Re: Engagement as Disclosure Counsel to the City of Spring Hill, Tennessee in Connection with the Offering of its General Obligation Public Improvement Bonds, Series 2014.**

Dear Mayor:

The purpose of this engagement letter is to set forth certain matters concerning the services we will perform as disclosure counsel to the City of Spring Hill, Tennessee (the "Issuer"), in connection with the offering of the above-referenced bonds (the "Bonds"). We understand that the Bonds are being issued for the purposes of providing funds necessary to finance certain public works projects of the Issuer and to pay the costs incident to the sale and issuance of the Bonds. We further understand that the Bonds will be sold at competitive sale.

**SCOPE OF ENGAGEMENT**

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

- 1) Assist in the preparation and review of an official statement or other disclosure document with respect to the Bonds.
- 2) Subject to the completion of proceedings to our satisfaction, render our legal opinion (the "Opinion") that no facts have come to our attention which have caused us to believe that the information in the official statement or other disclosure document (excluding any financial, statistical, demographic and numerical information, any forecasts, estimates, assumptions or expressions of opinion and any information regarding The Depository Trust Company or its book-entry only system of registration), as of its date and as of the date of the Opinion, contained or contains any untrue statement of a material fact or omitted or omits to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

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

The Opinion will be based on facts and law existing as of its date. In rendering our 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 and their offering. 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. Performing an independent investigation to determine the accuracy, completeness or sufficiency of the official statement or other disclosure document.
- b. Preparing those sections of the official statement or other disclosure document involving the description of (i) federal law pertinent to the validity of the Bonds and the tax law treatment thereon, (ii) the terms of the Bonds or (iii) the opinion of Bond Counsel.
- c. Rendering a legal opinion or providing any advice regarding the validity and binding effect of the Bonds, the source of payment and security for the Bonds or the excludability of interest on the Bonds from gross income for federal income tax purposes.
- d. Reviewing legal issues relating to the structure of the Bonds.
- e. Preparing blue sky or investment surveys with respect to the Bonds.
- f. Making an investigation or expressing any view as to the creditworthiness of the Issuer or the Bonds.
- g. Preparing no action letters from the Securities and Exchange Commission.
- h. Representing the Issuer in Securities and Exchange Commission investigations.
- i. Addressing any other matter that is not required to render our 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 disclosure 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. 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.

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.

## 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 this matter; and (iv) the responsibilities we will assume in connection therewith, our fee will be \$12,500.00. The fee quoted above will include all out-of-pocket expenses advanced for your benefit.

If, for any reason, the financing represented by the Bonds as described in the paragraph above is completed without the delivery of our Opinion as disclosure 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 the amount we are paid exceed \$12,500.00.

## 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 contract are deemed to be Issuer's property. Our own files, including lawyer work product, pertaining to the transaction will be retained by us for a period of three (3) years and be subject to inspection by Issuer upon reasonable notice.

## 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 signature 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.

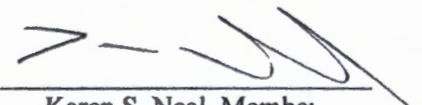
## CONCLUSION

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.

**CITY OF SPRING HILL, TENNESSEE:**

By: \_\_\_\_\_  
Rick Graham, Mayor

**BASS, BERRY & SIMS PLC:**

By:   
Karen S. Neal, Member

CC: Jim Smith, Finance Director  
Victor Lay, City Administrator