NEW ISSUE - Book-Entry-Only

Moody's: "Aa3"
S&P: "AA"
(See "RATINGS" herein)

Interest on the Series 2021C Bonds will be included in the gross income of the owners thereof for federal income tax purposes. For a more detailed explanation of certain tax consequences under federal law which may result from the ownership of the Series 2021C Bonds, see the discussion under the heading "TAX MATTERS" herein. Under existing law, the Series 2021C Bonds and the income therefrom will be exempt from all state, county and municipal taxation in the State of Tennessee, except Tennessee franchise and excise taxes. (See "TAX MATTERS" herein.)

$60,235,000
THE SPORTS AUTHORITY OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

FEDERALLY TAXABLE PUBLIC FACILITY REVENUE REFUNDING BONDS (BALLPARK PROJECT), SERIES 2021C

Dated: Date of Delivery **Due: August 1, as shown on inside cover**

The Sports Authority of The Metropolitan Government of Nashville and Davidson County (the "Authority") is issuing its $60,235,000 Federally Taxable Public Facility Revenue Refunding Bonds (Ballpark Project), Series 2021C (the "Series 2021C Bonds"). The Series 2021C Bonds are being issued in fully registered form, without coupons, and when issued, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"). DTC will act as securities depository of the Series 2021C Bonds. Individual purchases of beneficial ownership interests in the Series 2021C Bonds will be made in book-entry form only, in denominations of $5,000 or multiples thereof through DTC Participants (as hereinafter defined). Interest on the Series 2021C Bonds will be payable semi-annually on February 1 and August 1 of each year, commencing on August 1, 2021, calculated on the basis of a 360-day year consisting of twelve 30-day months.

The Series 2021C Bonds are to be issued under and subject to the Constitution and the laws of the State of Tennessee (the "State"), including particularly, Title 7, Chapter 67, Tennessee Code Annotated, as amended, and the applicable provisions of Title 9, Chapter 21, Tennessee Code Annotated, as amended. The Series 2021C Bonds shall also be issued pursuant to a Trust Indenture, dated as of December 19, 2013, as amended and supplemented by a First Supplemental Trust Indenture dated as of May 27, 2021 (collectively, the "Indenture"), by and among the Authority and Regions Bank, Nashville, Tennessee, as trustee (the "Trustee"). The Trustee shall also serve as registration and paying agent for the Series 2021C Bonds.

The proceeds of the Series 2021C Bonds will be used to: (i) refund a portion of the Authority's outstanding Public Improvement Revenue Bonds (Ballpark Project), Series 2013A, dated December 19, 2013 (the "Series 2013A Bonds") and Public Improvement Revenue Bonds (Ballpark Project), Series 2013B (Federally Taxable), dated December 19, 2013 (the "Series 2013B Bonds"); and (ii) pay costs incident thereto and to the issuance and sale of the Series 2021C Bonds. Payments of principal of, premium, if any, and interest on the Series 2021C Bonds are to be made to purchasers by DTC through the Participants (as such term is herein defined). Purchasers will not receive physical delivery of Series 2021C Bonds purchased by them. See "DESCRIPTION OF THE SERIES 2021C BONDS - Book-Entry-Only System" herein. The Series 2021C Bonds are subject to redemption prior to their stated maturities as more fully set forth herein.

The principal of, premium, if any, and interest on the Series 2021C Bonds shall be secured by and payable solely from (i) Sales Tax Rebate Revenues, (ii) TIF Payments, (iii) Team Lease Payments and (iv) to the extent the foregoing revenues are not sufficient therefor, from Urban Service District Non-Tax Revenues ("USD Non-Tax Revenues") of The Metropolitan Government of Nashville and Davidson County, Tennessee (the "Metropolitan Government"), on parity with the remaining outstanding Series 2013A Bonds and Series 2013B Bonds and any bonds hereafter issued pursuant to the Indenture. See "SECURITY AND SOURCES OF PAYMENT" herein. All capitalized terms not defined above are defined herein.

The Series 2021C Bonds are not general obligations of the Authority but are limited obligations secured solely by the revenues and receipts pledged to the payment of such Series 2021C Bonds as provided above and more fully discussed herein. Neither the State of Tennessee nor any political subdivision thereof, including the Authority and the Metropolitan Government, shall be obligated to pay the principal of, premium, if any, or interest on the Series 2021C Bonds or other costs incident thereto except from the revenues and receipts pledged therefor, and neither the faith and credit nor the taxing power of the State or any political subdivision thereof, including the Authority and the Metropolitan Government, is pledged to the payment of the principal of, premium, if any, or interest on the Series 2021C Bonds or other costs incident thereto. The Authority has no taxing power.

The Series 2021C Bonds are offered for delivery when, as, and if issued, subject to the legal opinion of Bass, Berry & Sims PLC, Nashville, Tennessee, Bond Counsel. Certain legal matters will be passed on for the Authority and the Metropolitan Government by Robert E. Cooper, Jr., Director of Law, and for the Underwriters by their counsel, Adams and Reese LLP, Nashville, Tennessee. The Series 2021C Bonds will be available for delivery through the facilities of DTC in New York, New York on or about May 27, 2021.

FHN FINANCIAL CAPITAL MARKETS

FIFTH THIRD SECURITIES, INC. **DREXEL HAMILTON, LLC**

This Official Statement is dated May 18, 2021.

THE SPORTS AUTHORITY OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

MATURITY SCHEDULE

$60,235,000
FEDERALLY TAXABLE PUBLIC FACILITY REVENUE REFUNDING BONDS (BALLPARK PROJECT), SERIES 2021C

Maturity Date August 1	Principal Amount	Interest Rate	Yield	CUSIP No.*
2023	$ 100,000	0.629%	0.629%	592090HQ0
2024	2,470,000	0.689%	0.689%	592090HR8
2025	2,490,000	0.969%	0.969%	592090HS6
2026	2,510,000	1.309%	1.309%	592090HT4
2027	2,545,000	1.645%	1.645%	592090HU1
2028	2,590,000	1.865%	1.865%	592090HV9
2029	2,635,000	2.114%	2.114%	592090HW7
2030	2,690,000	2.224%	2.224%	592090HX5
2031	2,750,000	2.344%	2.344%	592090HY3
2032	2,810,000	2.454%	2.454%	592090HZ0
2033	2,885,000	2.544%	2.544%	592090JA3
2034	2,955,000	2.644%	2.644%	592090JB1
2035	3,035,000	2.754%	2.754%	592090JC9
2036	3,120,000	2.854%	2.854%	592090JD7

$17,065,000 3.093% Term Bond Due August 1, 2041, Yield 3.093%, CUSIP No. 592090JE5

$7,585,000 3.193% Term Bond Due August 1, 2043, Yield 3.193%, CUSIP No. 592090JF2

No dealer, broker, salesperson or other person has been authorized to give information or to make any representation other than those contained in this Official Statement, in connection with the offering of the Series 2021C Bonds, and, if given or made, such information or representation must not be relied upon as having been authorized by the Authority, the Underwriters or their respective consultants and attorneys. This Official Statement does not constitute an offer or solicitation in any jurisdiction which such offer or solicitation is not authorized, or in which any person making such offer or solicitation is not qualified to do so, or to any person to whom it is unlawful to make such offer or solicitation. The information set forth herein has been obtained from the Authority, the Metropolitan Government and other sources which are believed to be reliable, but is not guaranteed as to accuracy or completeness by, and is not to be construed as a representation by, the Underwriters.

This Official Statement is not to be construed as a contract with the purchaser of the Series 2021C Bonds. Statements contained in this Official Statement which involve estimates, forecasts, or matters of opinion, whether or not expressly so described herein, are intended solely as such, and are not to be construed as a representation of fact. This Official Statement contains "forward-looking" statements within the meaning of Section 21E of the Securities Exchange Act of 1934, as amended. Such statements may involve known and unknown risks, uncertainties and other factors which may cause the actual results, performance and achievements to be different from future results, performance and achievements expressed or implied by such forward-looking statements. Investors are cautioned that the actual results could differ materially from those set forth in the forward-looking statements.

The information and expressions of opinions contained herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder will, under any circumstances, create any implication that there has been no change in the affairs of the Authority or the Metropolitan Government since the date hereof.

All summaries herein of documents and agreements are qualified in their entirety by reference to such documents and agreements, and all summaries herein of the Series 2021C Bonds are qualified in their entirety by reference to the forms thereof included in the Indenture (as defined herein), and the provisions with respect thereto included in the aforementioned documents and agreements.

Due to the ongoing uncertainty regarding the debt of the United States of America, including without limitation, the general economic conditions in the country, and other political and economic developments that may affect the financial condition of the United States government, the United States debt limit, and the bond ratings of the United States and its instrumentalities, obligations issued by state and local governments, such as the Series 2021C Bonds, could be adversely affected as described in the following sentence. Additionally, if a significant default or other financial crisis should occur in the affairs of the United States or of any of its agencies or political subdivisions, then such event could also adversely affect the market for, and liquidity, and market value of outstanding debt obligations, such as the Series 2021C Bonds.

THIS OFFICIAL STATEMENT IS INTENDED TO REFLECT MATERIAL FACTS AND CIRCUMSTANCES AS THEY EXIST ON THE DATE OF THIS OFFICIAL STATEMENT OR ON SUCH OTHER DATE OR AT SUCH OTHER TIME AS INDENTIFIED HEREIN. NO ASSURANCE CAN BE GIVEN THAT SUCH INFORMATION WILL NOT BE MISLEADING AT A LATER DATE. CONSEQUENTLY, RELIANCE ON THIS OFFICIAL STATEMENT AT TIMES SUBSEQUENT TO THE ISSUANCE OF THE SERIES 2021C BONDS SHOULD NOT BE MADE ON THE ASSUMPTION THAT ANY SUCH FACTS OR CIRCUMSTANCES ARE UNCHANGED.

THE SERIES 2021C BONDS HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION (THE "SEC") BY REASON OF CERTAIN EXEMPTIONS CONTAINED IN THE SECURITIES ACT OF 1933, AS AMENDED. IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE INFORMATION CONTAINED IN THIS OFFICIAL STATEMENT REGARDING THE AUTHORITY, THE METROPOLITAN GOVERNMENT, THE SERIES 2021C BONDS AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY, NOR HAVE SUCH AUTHORITIES CONFIRMED THE ACCURACY OR DETERMINED THE ACCURACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

THE MUNICIPAL ADVISOR HAS BEEN EMPLOYED BY THE AUTHORITY AND THE METROPOLITAN GOVERNMENT TO ADVISE THEM WITH RESPECT TO CERTAIN MATTERS RELATING TO THE PROPOSED STRUCTURE OF THE SERIES 2021C BONDS. THE MUNICIPAL ADVISOR HAS NOT BEEN EMPLOYED AND ASSUMES NO DUTY OR OBLIGATION TO ADVISE ANY OTHER PARTY AS TO ANY ASPECT OF THE TRANSACTION, INCLUDING THE HOLDERS OF THE SERIES 2021C BONDS.

THE UNDERWRITERS HAVE PROVIDED THE FOLLOWING SENTENCE FOR INCLUSION IN THIS OFFICIAL STATEMENT: THE UNDERWRITERS HAVE REVIEWED THE INFORMATION IN THIS OFFICIAL STATEMENT IN ACCORDANCE WITH, AND AS A PART OF, THEIR RESPECTIVE RESPONSIBILITIES TO INVESTORS UNDER THE FEDERAL SECURITIES LAWS AS APPLIED TO THE FACTS AND CIRCUMSTANCES OF THIS TRANSACTION, BUT THE UNDERWRITERS DO NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITERS MAY OVER-ALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE THE MARKET PRICE OF THE SERIES 2021C BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

For additional information regarding the following, please contact:

Sports Authority

Cathy Bender, Chair
730 2nd Avenue South
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Nashville, TN 37210
(615) 880-1021

Monica C. Fawknotson, Executive Director
730 2nd Avenue South
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Nashville, TN 37210
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Metropolitan Government

Kevin Crumbo
Director of Finance of the
Metropolitan Government
Metropolitan Courthouse
1 Public Square
Suite 106
Nashville, TN 37201
(615) 862-6151

Official Statement

Michell Bosch
Treasurer of the
Metropolitan Government
700 2nd Avenue South
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Nashville, TN 37210
(615) 862-6154

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THE SPORTS AUTHORITY OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

CATHY BENDER, Chair

FRANK HARRISON, Vice-Chair

EMMETT WYNN, Secretary/Treasurer

MONICA C. FAWKNOTSON, Executive Director

MARGARET BEHM	DON DEERING
JAD DUNCAN	GLENN FARNER
MELVIN GILL	JON GLASSMEYER
DAN HOGAN	AARON MCGEE
ANNA PAGE	

Metropolitan Mayor

JOHN COOPER

Vice Mayor, President of the Metropolitan County Council

JIM SHULMAN

Director of Finance	**Director of Law**
KEVIN CRUMBO	ROBERT E. COOPER, JR.

Chief Accountant	**Metropolitan Treasurer**
PHIL CARR	MICHELL BOSCH

Metropolitan Clerk

ELIZABETH WAITES

Consultants and Advisors

Metropolitan Government Counsel .... Metropolitan Department of Law
Nashville, Tennessee

Bond Counsel .... Bass, Berry & Sims PLC
Nashville, Tennessee

Municipal Advisor .... Hilltop Securities Inc.
Dallas, Texas

This Summary Statement is not intended to be complete. Before purchasing the Series 2021C Bonds, the purchaser should refer to the Official Statement in its entirety.

SUMMARY OF THE OFFERING

THE SERIES 2021C BONDS..........	The Sports Authority of The Metropolitan Government of Nashville and Davidson County $60,235,000 Federally Taxable Public Facility Revenue Refunding Bonds (Ballpark Project), Series 2021C.
BOOK-ENTRY SYSTEM	The Series 2021C Bonds will be registered to Cede & Co., as nominee of The Depository Trust Company, New York, New York, to which principal and interest payments on the Series 2021C Bonds will be made. Individual purchases will be made in book-entry form only, in principal amounts of $5,000 or any integral multiple thereof. Beneficial owners of the Series 2021C Bonds will not receive physical delivery of bond certificates, but each beneficial owner will receive a credit balance on the books of the Participant (as defined herein) from whom the beneficial owner purchased the Series 2021C Bonds. The credit balance will be confirmed by an initial transaction statement stating the details of the Series 2021C Bonds purchased.
DENOMINATION	Fully registered bonds, $5,000 or any integral multiple thereof.
DATE OF ISSUE; DELIVERY	The Series 2021C Bonds will be delivered on or about May 27, 2021 and will be dated the delivery date.
INTEREST PAYMENTS	Interest is payable on February 1 and August 1, commencing on August 1, 2021.
OPTIONAL REDEMPTION	The Series 2021C Bonds maturing on or after August 1, 2032, are subject to redemption by the Authority prior to maturity on or after August 1, 2031, in whole or in part at any time, from any moneys that may be available for such purpose, upon payment of the price of par, plus interest accrued to the redemption date.
PURPOSE	The Series 2021C Bonds will be issued to: (i) refund a portion of the Authority's outstanding Public Improvement Revenue Bonds (Ballpark Project), Series 2013A, dated December 19, 2013 (the "Series 2013A Bonds") and Public Improvement Revenue Bonds (Ballpark Project), Series 2013B (Federally Taxable), dated December 19, 2013 (the "Series 2013B Bonds"); and (ii) pay costs incident thereto and to the issuance and sale of the Series 2021C Bonds.
AUTHORITY	The Series 2021C Bonds are being issued pursuant to a Trust Indenture dated as of December 19, 2013, as amended and supplemented by a First Supplemental Trust Indenture dated as of May 27, 2021 (collectively, the "Indenture").
SECURITY	The Series 2021C Bonds are not general obligations of the Authority or The Metropolitan Government of Nashville and Davidson County (the "Metropolitan Government") but are limited obligations secured solely by and payable from a pledge of (i) Sales Tax Rebate Revenues, (ii) TIF Payments, (iii) Team Lease Payments, and (iv) in the event of a deficiency in the above-described revenues, from Urban Service District Non-Tax Revenues of the Metropolitan Government, all on a parity with the Authority's remaining outstanding Series 2013A Bonds, Series 2013B Bonds and any bonds hereafter issued pursuant to the Indenture, as all such terms are defined and more fully discussed herein. See "SECURITY AND SOURCES OF PAYMENT" herein.

BOND COUNSEL	Bass, Berry & Sims PLC, Nashville, Tennessee.
TAX STATUS	Interest on the Series 2021C Bonds will be included in the gross income of the owners thereof for federal income tax purposes. For an explanation of certain tax consequences under federal law that may result from the ownership of the Series 2021C Bonds, see the discussion under the heading "TAX MATTERS" herein. Under existing law, the Series 2021C Bonds and the income therefrom will be exempt from all state, county and municipal taxation in the State of Tennessee, except Tennessee franchise and excise taxes. See "TAX MATTERS" herein.
MUNICIPAL ADVISOR	Hilltop Securities Inc., Dallas, Texas.
TRUSTEE AND REGISTRATION AND PAYING AGENT	Regions Bank, Nashville, Tennessee will serve as trustee, registration agent and paying agent for the Series 2021C Bonds.

OFFICIAL STATEMENT
RELATING TO

$60,235,000
THE SPORTS AUTHORITY OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

FEDERALLY TAXABLE PUBLIC FACILITY REVENUE REFUNDING BONDS (BALLPARK PROJECT), SERIES 2021C

INTRODUCTORY STATEMENT

The purpose of this Official Statement, including the financial information contained in the Appendices attached hereto, is to furnish information in connection with the sale by The Sports Authority of The Metropolitan Government of Nashville and Davidson County (the "Authority") of its $60,235,000 Federally Taxable Public Facility Revenue Refunding Bonds (Ballpark Project), Series 2021C (the "Series 2021C Bonds").

The Series 2021C Bonds are to be issued under and subject to the Constitution and the laws of the State of Tennessee (the "State"), including particularly, Title 7, Chapter 67, Tennessee Code Annotated, as amended, and the applicable provisions of Title 9, Chapter 21, Tennessee Code Annotated, as amended.

The Series 2021C Bonds will be issued pursuant to a Trust Indenture, dated as of December 19, 2013 (the "Original Indenture"), by and among the Authority, The Metropolitan Government of Nashville and Davidson County (the "Metropolitan Government") and Regions Bank, as trustee (the "Trustee"), as shall be amended and supplemented by a First Supplemental Trust Indenture, dated as of May 27, 2021, to be entered into among the Authority, the Metropolitan Government and the Trustee (the "First Supplemental Indenture", and, together with the Original Indenture, the "Indenture"). Regions Bank shall serve as trustee, paying agent and registration agent for the Series 2021C Bonds. Unless otherwise provided, all terms used herein in connection with the Series 2021C Bonds and not defined herein shall have the meanings given in the Indenture and provided in Appendix E hereto.

Payment of the Series 2021C Bonds will be paid solely from and secured solely by a pledge of the Trust Estate established by the Indenture, which Trust Estate consists of (i) Sales Tax Rebate Revenues, (ii) TIF Payments, (iii) Team Lease Payments and (iv) to the extent the foregoing revenues are not sufficient therefor, from Urban Service District Non-Tax Revenues ("USD Non-Tax Revenues") of the Metropolitan Government, on parity with other bonds outstanding under the Indenture and any bonds hereafter issued pursuant to the Indenture.

This Official Statement should be considered in its entirety, and no one subject discussed should be considered less important than any other by reason of its location in the text. Reference should be made to laws, reports or other documents referred to in this Official Statement for more complete information regarding their contents. Terms used in this Official Statement in connection with the Series 2021C Bonds and not otherwise defined herein shall have the same meanings as given to them in the Indenture. (See APPENDIX E – "SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE".)

DESCRIPTION OF THE SERIES 2021C BONDS

Purpose of the Series 2021C Bonds

The Series 2021C Bonds are being offered to (i) refund a portion of the Authority's outstanding Public Improvement Revenue Bonds (Ballpark Project), Series 2013A, dated December 19, 2013 (the "Series 2013A Bonds") and Public Improvement Revenue Bonds (Ballpark Project), Series 2013B (Federally Taxable), dated December 19, 2013 (the "Series 2013B Bonds"); and (ii) pay costs incident thereto and to the issuance and sale of the Series 2021C Bonds.

Book-Entry-Only System

The Depository Trust Company, New York, New York ("DTC"), will act as securities depository for the Series 2021C Bonds. The Series 2021C Bonds will be issued as fully-registered securities registered in the name of

Cede & Co. (DTC's partnership nominee). Only one fully-registered Bond certificate will be issued in the aggregate principal amount of each maturity of the Series 2021C Bonds, and will be deposited with DTC.

DTC is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds securities that its participants ("Participants") deposit with DTC. DTC also facilitates the settlement among Participants of securities transactions, such as transfers and pledges, in deposited securities through electronic computerized book-entry changes in Participants' accounts, thereby eliminating the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AAA. The Rules applicable to DTC and its Participants are on file with the SEC. More information about DTC can be found at www.dtcc.com.

Purchases of Series 2021C Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2021C Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase, but Beneficial Owners are expected to receive written confirmation providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interest in the Series 2021C Bonds are to be accomplished by entries made on the books of Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interest in the Series 2021C Bonds, except in the event that use of the book-entry system for the Series 2021C Bonds is discontinued.

To facilitate subsequent transfers, all Series 2021C Bonds deposited by participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co. The deposit of Series 2021C Bonds with DTC and their registration in the name of Cede & Co. effect no change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2021C Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2021C Bonds are credited, which may or may not be the Beneficial Owners. The Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Neither DTC nor Cede & Co. will consent or vote with respect to the Series 2021C Bonds. Under its usual procedures, DTC mails an Omnibus Proxy to the Authority as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Series 2021C Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal and interest payments on the Series 2021C Bonds will be made to DTC. DTC's practice is to credit Direct Participants' accounts on the payable date in accordance with their respective holdings shown on DTC's records unless DTC has reason to believe that it will not receive payment on the payable date. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as in the case with securities held for the accounts of customers in bearer form or registered in "street name" and will be the responsibility of such Participant and not of DTC, the Registration Agent, or the Authority, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal and interest to DTC is the responsibility of the Authority or the Registration Agent, disbursement of such payments to Direct Participants shall be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners shall be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as securities depository with respect to the Series 2021C Bonds at any time by giving reasonable notice to the Authority or the Registration Agent. Under such circumstances, in the event that a successor securities depository is not obtained, Bond certificates are required to be printed and delivered.

The Authority may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the Authority believes to be reliable, but the Authority takes no responsibility for the accuracy thereof.

THE AUTHORITY AND THE REGISTRATION AGENT HAVE NO RESPONSIBILITY OR OBLIGATION TO PARTICIPANTS, OR TO ANY BENEFICIAL OWNER WITH RESPECT TO (I) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY PARTICIPANT; (II) THE PAYMENT BY DTC OR ANY PARTICIPANT OF ANY AMOUNT WITH RESPECT TO THE PRINCIPAL OF OR INTEREST ON THE SERIES 2021C BONDS; (III) THE DELIVERY OR TIMELINESS OF DELIVERY BY ANY PARTICIPANT OR ANY NOTICE TO ANY BENEFICIAL OWNER WHICH IS REQUIRED OR PERMITTED UNDER THE TERMS OF THE RESOLUTION TO BE GIVEN TO BONDHOLDERS; OR (IV) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC OR CEDE & CO. AS BONDHOLDER.

REDEMPTION OF THE SERIES 2021C BONDS

General Provisions Regarding Redemption

The Series 2021C Bonds shall be redeemable pursuant to the terms of the Indenture. See APPENDIX E – "SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE". The Authority covenants that any and all such moneys received by it which are to be used to redeem the Series 2021C Bonds shall be paid to the Trustee under the Indenture, and, in such event, the Trustee shall use any and all such moneys to redeem the Series 2021C Bonds when and as the Series 2021C Bonds shall in accordance with their terms be redeemable.

Optional Redemption

The Series 2021C Bonds maturing on or after August 1, 2032, are subject to redemption by the Authority on or after August 1, 2031, in whole or in part at any time, from any moneys that may be available for such purpose, upon payment of the price of par, plus interest accrued to the redemption date.

Mandatory Sinking Fund Redemption

Subject to the credit hereinafter provided, the Authority shall redeem Series 2021C Bonds maturing August 1, 2041 and August 1, 2043 (collectively, the "Term Bonds") 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 2021C Bonds of which these Term Bonds are, or such Person as shall then be serving as the securities depository for the Series 2021C Bonds, shall determine the interest of each Participant in the Term 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 Series 2021C Bonds, the Term 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.

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The dates of redemption and principal amount of Term Bonds to be redeemed on said dates are as follows:

Redemption Date (August 1)	Principal Amount
2037	$3,210,000
2038	3,305,000
2039	3,410,000
2040	3,515,000
2041†	3,625,000

Redemption Date (August 1)	Principal Amount
2042	$3,735,000
2043†	3,850,000

†Final Maturity

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such redemption date, the Authority may (i) deliver to the Registration Agent for cancellation Term 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 Term Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and canceled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Term 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 Authority on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Term Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced.

Selection of Bonds for Redemption

If less than all of the Series 2021C Bonds are called for optional redemption, the Authority shall select the Series of Bonds to be redeemed, the maturity or maturities of Bonds to be redeemed and the amounts of such maturity or maturities to be redeemed by notifying the Trustee of such selection in writing. If less than all of the Series 2021C Bonds of a particular maturity shall be called for optional or mandatory sinking fund redemption, the particular portions ($5,000 or any integral multiple thereof) of the Series 2021C Bonds to be redeemed shall be selected by the Trustee on a pro rata basis determined by (i) dividing the principal amount of the Series 2021C Bonds of the maturity to be optionally redeemed by the total principal amount of such maturity of the Series 2021C Bonds then Outstanding, and (ii) multiplying such quotient by the principal amount of such maturity of Series 2021C Bonds held by each Beneficial Owner.

Notice of Redemption

Notice of redemption, whether optional or mandatory, shall be given by the Trustee, as applicable, by first-class mail, postage prepaid, not less than thirty (30) days nor more than sixty (60) days prior to the redemption date, to the registered owner of each Series 2021C Bond designated for redemption. Interest on the Series 2021C Bonds, or portions of Series 2021C Bonds, shall cease to accrue from and after such redemption date and on said date there will become due and payable on the Series 2021C Bonds, the principal amount thereof to be redeemed, premium, if any, and interest accrued thereon to the redemption date. Any notice of redemption which is mailed in the manner provided in the Indenture shall be conclusively presumed to have been duly given whether or not the owner receives the notice. Failure to give notice by mail or any defect in the notice to the owner of the Series 2021C Bonds designated for redemption shall not affect the validity of the proceedings for redemption. Failure of DTC, or any successor, to provide notice to any DTC Participant will not affect the validity of such redemption.

SECURITY AND SOURCES OF PAYMENT

The principal of, premium, if any, and interest on the Series 2021C Bonds are secured by and payable solely from (i) Sales Tax Rebate Revenues, (ii) TIF Payments, (iii) Team Lease Payments, and (iv) to the extent the foregoing revenues are not sufficient to pay principal of, premium, if any, and interest on, the Series 2021C Bonds, to the extent of such deficiency, the USD Non-Tax Revenues of the Metropolitan Government (all such terms as herein defined), all on a parity of lien with the Authority's remaining outstanding Series 2013A Bonds and Series 2013B Bonds and any parity bonds hereafter issued under the Indenture.

The Series 2021C Bonds are limited special obligations of the Authority payable only from the Trust Estate in accordance with the Indenture.

The Series 2021C Bonds are not general obligations of the Authority or the Metropolitan Government but are limited obligations secured solely by the revenues and receipts pledged to such Series 2021C Bonds. Neither the State nor any political subdivision thereof, including the Authority and the Metropolitan Government, shall be obligated to pay the principal of, premium, if any, or interest on the Series 2021C Bonds or other costs incident thereto except from the revenues and receipts pledged therefor, and neither the faith and credit nor the taxing power of the State or any political subdivision thereof, including the Authority and the Metropolitan Government, is pledged to the payment of the principal of, premium, if any, or interest on the Series 2021C Bonds or other costs incident thereto. The Authority has no taxing power.

Trust Estate

Pursuant to the Indenture, the Authority will pledge, transfer and assign to the Trustee all of its right, title and interest in and to the Trust Estate. The Series 2021C Bonds are payable from the following sources of funds on parity with the outstanding, to the extent outstanding, Series 2013A Bonds, Series 2013B Bonds, and future bonds issued on parity therewith.

Sales Tax Rebate Revenues. Pursuant to Section 67-6-103(d)(1)(A)(iii), Tennessee Code Annotated, state and local tax revenue derived from the sale of admissions to Team games at the Ballpark, as such terms are hereinafter defined, the sale of food and drink on the site in conjunction with those games, parking charges and related services, and the sale by the Team of authorized franchise goods and products associated with its operations as a professional sports franchise, less local option sales taxes collected in the year preceding the original occupancy of the Ballpark are required to be paid to the Authority to pay debt service on the Series 2021C Bonds. The Authority has pledged its right to the payments (the "Sales Tax Rebate Payments") to the payment of debt service on the Series 2021C Bonds.

TIF Payments. The Authority has pledged to the payment of the Series 2021C Bonds all payments it receives from the Metropolitan Development and Housing Agency, an instrumentality and agency of the Metropolitan Government ("MDHA") from certain incremental property taxes collected with respect to development surrounding the Ballpark, all pursuant to the TIF Documents, as such term is defined in the Indenture.

Team Lease Payments. The Authority has pledged to the payment of the Series 2021C Bonds all payments of rent made by the Team pursuant to the terms of a lease agreement dated on or about December 19, 2013 between the Authority and the Team (the "Team Lease Agreement"). Team Lease Payments will equal $700,000 per year.

USD Non-Tax Revenues. The Metropolitan Government has pledged its USD Non-Tax Revenues to pay that portion of debt service on the Series 2021C Bonds, the Series 2013A Bonds, the Series 2013B Bonds and any other parity bonds hereafter issued under the Indenture, that is not covered by the Sales Tax Rebate Payments, TIF Revenues, Team Lease Payments, and other funds on deposit in the Bond Fund, with such pledge of USD Non-Tax Revenues being on a parity and equality of lien with the holders of all Bonds outstanding under the Indenture. "USD Non-Tax Revenues" shall mean all income and revenues collected from the Urban Services District ("USD") of the Metropolitan Government which, according to generally accepted accounting principles promulgated by the Governmental Accounting Standards Board and normal and customary accounting practices of the Metropolitan Government, are deposited to and become assets of the USD General Fund of the Metropolitan Government and derived from any source other than income and revenues derived from the exercise by the Metropolitan Government of its powers to levy and collect taxes of any kind. The term "USD Non-Tax Revenues" does not include Non-Tax Revenues collected by the Metropolitan Government from its General Services District ("GSD") General Fund. These GSD Non-Tax Revenues have been pledged to pay debt service on all other outstanding bond issues of the Authority, as well as certain Tourism Tax Revenue Bonds issued in 2010 by the Metropolitan Government's Convention Center Authority. GSD Non-Tax Revenues are not pledged to, or available for, the payment of the Series 2021C Bonds. Likewise, the USD Non-Tax Revenues collected will secure payment of the Series 2021C Bonds but will not secure payment of any other Sports Authority bonds, Convention Center Authority bonds or other indebtedness, except upon the terms and conditions set forth in the Indenture.

Deposit and Application of Sales Tax Rebate Revenues, TIF Payments and Team Lease Payments. Sales Tax Rebate Revenues, TIF Payments and Team Lease Payments will be deposited as collected in the Bond Fund, which will be held by the Trustee and used solely to pay debt service on the Series 2013A Bonds, the Series 2013B Bonds and the Series 2021C Bonds. Within the Bond Fund, there will be three accounts: a Series 2013A Account, a Series 2013B Account and a Series 2021C Account. Team Lease Payments will be deposited pro rata between the Series 2013B Account and the Series 2021C Account. Sales Tax Rebate Revenues and TIF Payments will be deposited to the Series 2013A Account. On the 15th day preceding each debt service payment date, any excess amounts on deposit in the Series 2013A Account may be transferred to the Series 2013B Account and the Series 2021C Account, pro rata, to fund any deficiency therein. Likewise, any excess amounts in the Series 2013B Account and the Series 2021C Account may be transferred to the Series 2013A Account to fund any deficiency therein. Once the Series 2013A Bonds and the Series 2013B Bonds have been discharged (scheduled for August 1, 2023), all Sales Tax Rebate Revenues, TIF Payments and Team Lease Payments will be deposited to the Series 2021C Account.

Deposit and Application of USD Non-Tax Revenues. In the event amounts on deposit in the Bond Fund on the 30th day prior to any debt service payment date are insufficient to provide for the payment of all debt service then coming due, the Trustee shall immediately notify the Metropolitan Government and the Authority of such event and the amount of such insufficiency that exists in the Series 2013A Account, the Series 2013B Account and/or the Series 2021C Account of the Bond Fund. If there still remains a deficiency in any account of the Bond Fund as of the 10th day prior to such debt service payment date, the Trustee shall immediately, and in no event later than the close of business such 10th day prior to the debt service payment date, notify the Metropolitan Government and the Authority of such remaining deficiency and the amount of such deficiency in the Bond Fund. Upon being so notified by the Trustee of the remaining deficiency, the Metropolitan Government shall deposit to the applicable account of the Bond Fund an amount of USD Non-Tax Revenues equal to such insufficiency no later than three business days prior to such debt service payment date. The Trustee shall use such funds on the ensuing debt service payment date, along with all other funds on deposit therein, to pay principal and interest then coming due.

Maintenance of Sales Tax Rebate Revenues, TIF Payments, Team Lease Payments and USD Non-Tax Revenues. The Authority and the Metropolitan Government, as applicable, covenanted under the Indenture to continue to collect and receive the Sales Tax Rebate Revenues, TIF Payments, and USD Non-Tax Revenues and not take any action or permit to be taken any action which would cause the Sales Tax Rebate Revenues or TIF Payments to be applied to any purpose other than the payment of debt service on the Series 2021C Bonds, the Series 2013A Bonds, the Series 2013B Bonds, or other party bonds hereafter issued under the Indenture. The Authority further covenanted that, upon execution of the Team Lease, and continuing so long as any Bonds are outstanding, the Authority will be lawfully possessed of the Team Lease Payments; that the covenants contained in the Team Lease will be valid and binding and not inconsistent with the terms of the Indenture; that the Authority will have good right, full power and lawful authority to grant, bargain and assign, and to transfer in trust, convey and pledge the Team Lease and the Team Lease Payments in the manner and form provided in the Indenture; and that it will not do or permit anything to be done, or omit or refrain from doing anything in any case where any such act done, or permitted to be done, or any such omission of or refraining from action would or might be a ground for declaring a forfeiture of the Team Lease.

The Metropolitan Government covenants and agrees that, so long as any Bonds are outstanding under the Indenture, it will maintain the USD Non-Tax Revenues in an amount which equals or exceeds two (2) times the Maximum Debt Service Requirement with respect to Bonds issued and outstanding under the Indenture and any other Additional Secured Indebtedness (as described below). The table below sets forth historic Sales Tax Rebate Revenues, TIF Payments and Team Lease Payments for Fiscal Years 2014 through 2020.

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Schedule of Historic Ballpark Project Revenues

	2020 [2]	2019	2018	2017	2016	2015	2014
Sales Tax Revenues	$ 625,541	$1,173,614	$1,149,993	$1,073,453	$1,129,125	$ 621,085	$ -
Team Lease Payments	700,000	700,000	700,000	700,000	700,000	250,000	-
TIF Payments[1]	1,520,204	1,576,679	1,795,952	1,021,282	677,845	654,854	546,192
TOTAL	$2,845,745	$3,450,293	$3,645,945	$2,794,735	$2,506,970	$1,525,939	$546,192

(1) TIF Payments are reported in the fiscal year of the tax collections and do not necessarily represent the fiscal year the payments were remitted to the Authority from MDHA. TIF Payments are recorded as reductions to the interest on the TIF Loan.

(2) The reductions to Sales Tax Revenues in Fiscal Year 2020 are the result of the impact of COVID-19 on scheduled events and their corresponding revenues.

Historic USD Non-Tax Revenues

The tables that follow show historic USD Non-Tax Revenues and the Debt Service Coverage. The amounts shown represent the amounts legally available to be pledged to pay debt service in the event that the primary sources of payment are insufficient for such purpose. The USD Non-Tax Revenues have not been previously pledged other than to the Series 2013A Bonds and the Series 2013B Bonds. The data showing historic USD Non-Tax Revenues was derived from the financial records of the Metropolitan Government. The Metropolitan Government has historically appropriated, and anticipates that it will continue to appropriate, USD Non-Tax Revenues to the Metropolitan Government's general governmental operating expenses, subject to the pledge of USD Non-Tax Revenues in favor of the described obligations.

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THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

Schedule of Historic USD Non-Tax Revenues [1]
Fiscal Years Ending June 30, 2014 through June 30, 2020

	2020	2019	2018	2017	2016	2015	2014
Other Payments in Lieu of Taxes	$17,968,101	$18,421,571	$16,294,381	$15,756,220	$16,130,396	$16,503,255	$16,917,625
Revenue from the Use of Money or Property	139,889	166,115	3,922	22,686	71,650	26,265	19,485
Charges for Current Services	118,523	117,557	310,256	168,806	213,376	631,230	1,742,231
Compensation from Property	-	-	-	-	-	-	-
Contributions and Gifts	-	-	-	2,000	-	-	-
Miscellaneous Revenue	-	-	-	-	-	-	-
TOTAL USD NON-TAX REVENUES	$18,226,513	$18,705,243	$16,608,559	$15,949,712	$16,415,422	$17,160,750	$18,679,341

[1] Includes only collections within the Urban Services District General Fund of the Metropolitan Government.

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE

Schedule of Historic USD Non-Tax Revenues Debt Service Coverage
Fiscal Years Ending June 30, 2016 through June 30, 2020

	2020	2019	2018	2017	2016
USD Non-Tax Revenues	$18,226,513	$18,705,243	$16,608,559	$15,949,712	$16,415,422
Maximum Annual Debt Service [(1)]					
Sports Authority – Ballpark Bonds					
Series 2013A Bonds	-	-	-	-	-
Series 2013B Bonds	-	-	-	-	-
Series 2021C Bonds	3,968,772	3,968,772	3,968,772	3,968,772	3,968,772
Parking Revenue Bonds, Series 2014 [(2)]	2,862,462	2,862,462	2,862,462	2,862,462	2,862,462
Total Maximum Annual Debt Service	$6,831,234	$6,831,234	$6,831,234	$6,831,234	$6,831,234
Coverage	2.67	2.74	2.43	2.33	2.40

[(1)] All debt service numbers are based on Fiscal Year 2025, which reflects the highest maximum aggregate annual debt service on bonds supported by a pledge of USD Non-Tax Revenues, following the issuance of the Series 2021C Bonds. As a result, no debt service is shown for the Series 2013A Bonds or 2013B Bonds, because those bonds, while currently outstanding, will not be outstanding in Fiscal Year 2025.

[(2)] The Public Finance Authority ("PFA") issued its Taxable Parking Revenue Bonds (Parking Real Estate Fund II, LP Project), Series 2014 to finance the construction of a downtown parking garage for the benefit of MDHA. These bonds are payable primarily from parking garage revenues, and in the event of a deficiency, from USD Non-Tax Revenues, on a subordinate basis to the Series 2013A, 2013B and 2021C Bonds.

Listed below are descriptions of the primary amounts that comprise USD Non-Tax Revenues:

Other Payments in Lieu of Taxes – Other payments in lieu of taxes consist of payments in lieu of ad valorem property taxes by a tax-exempt governmental entity in an amount not to exceed the taxes payable on privately-owned property of a similar nature.

Revenues from Use of Money or Property – Revenues from the use of money or property consist of interest on investments and money earned from the lease or rental of government property.

Charges for Services – Charges for services consist of fees charged by various departments and agencies of the Metropolitan Government to the user of the service. These fees cover a wide range of services from clinic fees and vehicle emission testing fees in the Health Department to parking fees, emergency ambulance fees and admission fees at the wave pool and golf courses.

Compensation from Property – Compensation from property consists of revenues received from the sale of property of the Metropolitan Government or settlements received for damage or loss to property of the Metropolitan Government.

Miscellaneous Revenue – Miscellaneous revenues consist of several minor non-tax revenue sources including without limitation, vending machines and maintenance fees for elderly residents in Metropolitan Government housing.

ADDITIONAL SECURED INDEBTEDNESS PAYABLE FROM USD NON-TAX REVENUES

The Metropolitan Government covenants in the Indenture that, so long as the Series 2021C Bonds are Outstanding under the Indenture, it will not issue or incur any indebtedness payable from or secured by a pledge of or lien on the USD Non-Tax Revenues, nor will it pledge the USD Non-Tax Revenues or create a lien on or security interest in any of the USD Non-Tax Revenues to secure any indebtedness or obligation of the Metropolitan Government, the Authority, or any other person ("Additional Secured Indebtedness") unless all the following conditions are met, and in which case, such pledge, lien and/or security interest shall be subordinate to the pledge in favor of the Bonds:

(1) all of the payments into the respective funds and accounts provided for under the Indenture shall have been made in full to the date of issuance of said Additional Secured Indebtedness or the creation of the lien, security interest, or pledge described above;

(2) the Authority and the Metropolitan Government shall be in substantial compliance with all the covenants, agreements, and terms of the Indenture; and

(3) either:

A. the Additional Bonds are issued solely for the purpose of refunding outstanding Bonds and the refunding results in a reduction in Debt Service payable by the Authority under the Indenture; or

B. following the issuance of the such additional indebtedness or the creation of such lien, pledge or security interest, the total amount of USD Non-Tax Revenues collected by the Metropolitan Government during the most recently concluded Fiscal Year of the Metropolitan Government equals or exceeds two (2) times the Maximum Debt Service Requirement with respect to the outstanding Bonds under the Indenture and any other Additional Secured Indebtedness.

As presented on page 9 and in Appendix B hereof, the Metropolitan Government has heretofore pledged USD Non-Tax Revenues on a subordinate basis to secure the payment of the PFA's Taxable Parking Revenue Bonds (Parking Real Estate Fund II, LP Project), Series 2014, which were issued for the benefit of MDHA.

See APPENDIX E – "SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE" for more information regarding the security and sources of payment of the Series 2021C Bonds and the covenants of the Authority related thereto.

THE AUTHORITY

The Authority is a public non-profit corporation and instrumentality of the Metropolitan Government organized in 1995 pursuant to Chapter 67, Title 7 of Tennessee Code Annotated, as amended (the "Act"). The purpose of the Act as stated therein is to promote and develop recreational opportunities by facilitating the acquisition, construction, and rehabilitation of sports complexes, stadiums, arenas, and other recreational facilities for the holding of professional and amateur athletic events by authorizing the incorporation of public corporations to plan, promote, finance, construct, acquire, renovate and equip sports complexes, stadiums, arenas, structures, and facilities for public participation and enjoyment of professional and amateur sports activities for the people in the State of Tennessee.

Although the Authority is a public instrumentality of the Metropolitan Government, the Metropolitan Government is not liable for the payment of the principal of, or premium (if any) or interest on the Series 2021C Bonds, or any other bonds of the Authority, or for the performance of any pledge, mortgage, obligation or agreement undertaken by the Authority under the Indenture or otherwise, except to the extent the Metropolitan Government has expressly pledged its revenues or income under the Indenture. (See "SECURITY AND SOURCES OF PAYMENT".)

The Act provides that the Authority shall be governed by a Board of Directors of not less than seven directors who are appointed by the Metropolitan Mayor and confirmed by the Metropolitan Council. The Authority's charter, as amended, provides for governance by thirteen directors. Directors hold office for staggered terms and receive no compensation except reimbursement for actual expenses incurred in the performance of their duties.

The Act empowers the Authority, among other things, to (i) acquire, improve, repair, extend, equip, furnish, operate, and maintain one or more projects, including all real and personal properties which the Board of Directors of the Authority may deem necessary in connection therewith, (ii) operate, maintain, manage, and enter into contracts for the operation, maintenance, and management of any project undertaken, (iii) lease, rent, and contract for the operation of all or any part of any project for sports and recreational facilities, (iv) lease space in a project as from time to time may not be needed for sports purposes, (v) fix and collect rates, rentals, fees, and charges for the use of any and all facilities of the Authority, (vi) borrow money, and issue and sell its revenue bonds for the purpose of carrying out any of its powers, and (vii) pledge the revenues and receipts therefrom, as security for the payment of the principal of, and premium (if any) and interest on, any bonds so issued and any agreements made in connection therewith. The Authority is authorized by the Act to issue the Series 2021C Bonds for the purpose described herein, and to enter into the Indenture.

The incorporators, members, directors, and officers of the Authority shall not be personally liable for any costs, losses, damages or liabilities, including payments on the Series 2021C Bonds, caused or incurred by the Authority in connection with the Indenture. The Series 2021C Bonds are limited obligations of the Authority, secured solely by the sources pledged under the Indenture. The Series 2021C Bonds and the premium (if any) and interest thereon shall not be deemed to constitute a debt or liability of the State or any political subdivision thereof (other than the Authority), and their issuance shall not, directly or indirectly or contingently, obligate the State or any political subdivision thereof (including the Authority and the Metropolitan Government) to levy any form of taxation therefor or make any appropriation for their payment. The Series 2021C Bonds shall never constitute general obligations of the Authority within the meaning of any constitutional or statutory provision or limitation and shall never constitute or give rise to a pecuniary liability of the Authority. The Authority has no taxing power.

THE METROPOLITAN GOVERNMENT

Metropolitan Nashville and Davidson County, located in the north central part of Tennessee, is the capital of the State and the State's largest city. As defined by the United States Bureau of the Census, Nashville and the seven surrounding counties, which form a Metropolitan Statistical Area, had an estimated aggregate population in 2019 of 2,090,958. On April 1, 1963, the governments of the City of Nashville and Davidson County were consolidated into a single unit of government, The Metropolitan Government of Nashville and Davidson County, under which the boundaries of the City of Nashville and Davidson County are coextensive. (See APPENDIX B – "FINANCIAL AND DEMOGRAPHIC INFORMATION RELATED TO THE METROPOLITAN GOVERNMENT".)

PLAN OF FINANCE

On December 19, 2013, the Series 2013A Bonds and the Series 2013B Bonds were issued, in part, to fund the acquisition of land for and the construction of a minor league baseball ballpark currently known as First Horizon Park (the "Ballpark"). The Ballpark was constructed on land acquired by the Authority, and it was and continues to be leased to MFP Baseball, LLC (the "Team"), the owners of the Nashville Sounds (currently, the AAA-affiliate of the Milwaukee Brewers), pursuant to the Team Lease Agreement.

The proceeds of the Series 2021C Bonds will be used to (i) refund those Series 2013A Bonds and Series 2013B Bonds identified below; and (ii) pay costs incident thereto and to the issuance and sale of the Series 2021C Bonds.

The table below sets forth the maturities of each series to be refunded.

Public Improvement Revenue Bonds (Ballpark Project), Series 2013A

Maturity Date	Principal Amount	Interest Rate	CUSIP No.
August 1, 2024	$ 1,370,000	5.250%	592090EX8
August 1, 2025	1,445,000	5.250	592090EY6
August 1, 2026	1,520,000	5.250	592090EZ3
August 1, 2027	1,600,000	4.000	592090FA7
August 1, 2028	1,665,000	5.000	592090FB5
August 1, 2029	1,745,000	4.125	592090FC3
August 1, 2030	1,820,000	5.000	592090FD1
August 1, 2031	1,910,000	5.000	592090FE9
August 1, 2033	4,100,000	4.500	592090FF6
August 1, 2038	12,100,000	5.000	592090FG4
August 1, 2043	15,440,000	5.000	592090FH2

Public Improvement Revenue Bonds (Ballpark Project), Series 2013B (Federally Taxable)

Maturity Date	Principal Amount	Interest Rate	CUSIP No.
August 1, 2028	$1,530,000	4.625%	592090FS8
August 1, 2033	1,935,000	5.375	592090FT6
August 1, 2043	5,865,000	5.625	592090FU3

Pursuant to a Refunding Escrow Agreement between the Metropolitan Government and Regions Bank, Nashville, Tennessee (the "Escrow Agent"), the proceeds of the Series 2021C Bonds, excluding amounts to pay issuance costs and underwriter's discount, will be used to purchase United States Treasury Securities (the "Escrow Investments"). The Escrow Investments will be held in a separate fund established by the Escrow Agent with the interest earned and the principal amount of the Escrow Investments being sufficient to pay principal of and interest on the Series 2013A Bonds and the Series 2013B to their August 1, 2023 redemption date. Neither the principal of nor the interest on the Escrow Investments will be available for payment of the Bonds. The Escrow Agent will be irrevocably instructed to give the paying agent for the Series 2013A Bonds and the Series 2013B Bonds directions to redeem the Series 2013A Bonds and the Series 2013B Bonds on August 1, 2023.

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SOURCES AND USES OF FUNDS

The table below sets forth the estimated sources and uses of funds in connection with the issuance of the Series 2021C Bonds.

SOURCES	
Par Amount	$60,235,000.00
Debt Service Fund Contribution	869,836.88
Total Sources	$61,104,836.88
USES	
Deposit to Escrow Fund	$60,576,705.21
Cost of Issuance*	528,131.67
Total Uses	$61,104,836.88

* Includes underwriters' discount, legal counsel fees, municipal advisor fees, rating agencies fees, printing and mailing expenses, and other costs of issuance of the Series 2021C Bonds.

INVESTMENT CONSIDERATIONS

General

Attention should be given to the investment considerations described below, which, among others, could affect the ability of the Authority to pay principal of, premium, if any, and interest on the Series 2021C Bonds, and which could also affect the marketability of or the market price for, the Series 2021C Bonds.

The purchase of the Series 2021C Bonds involves certain investment considerations that are discussed throughout this Official Statement. Certain of these investment considerations are set forth in this section for convenience and are not intended to be a comprehensive compilation of all possible investment considerations nor a substitute for an independent evaluation of the information presented in this Official Statement. Each prospective purchaser of any Series 2021C Bonds should read this Official Statement in its entirety and consult such prospective purchaser's own investment and/or legal advisor for a more complete explanation of the matters that should be considered when purchasing an investment such as the Series 2021C Bonds.

Ratings

There is no assurance that the ratings assigned to the Series 2021C Bonds at the time of issuance (see "RATINGS") will not be lowered or withdrawn at any time, the effect of which could adversely affect the market price for and marketability of the Series 2021C Bonds.

Secondary Market Prices

No assurance can be given that a secondary market for any of the Series 2021C Bonds will be available, and no assurance can be given that the initial offering prices for the Series 2021C Bonds will continue for any period of time.

The Series 2021C Bonds may not constitute a liquid investment, and there is no assurance that a liquid secondary market will exist for the Series 2021C Bonds in the event an owner thereof determines to solicit purchasers of the Series 2021C Bonds. Even if a liquid secondary market exists, there can be no assurance as to the price for which the Series 2021C Bonds may be sold. Such price may be lower than that paid by the current owner of the Series 2021C Bonds, depending on existing market conditions and other factors.

COVID-19

The worldwide spread of COVID-19, a respiratory illness caused by a novel strain of coronavirus, is a pandemic that has affected the entire world, including the City of Nashville, and is considered by the World Health Organization to be a Public Health Emergency of International Concern. The Governor of the State issued a state of emergency for the State in March 2020 in response to the COVID-19 pandemic, and the Metropolitan Government adopted a roadmap with a series of phased restrictions on business, commercial and social activities. The State and local restrictions involved quarantine and other "social distancing" measures including (i) the closure of nonessential businesses, (ii) recommendations and warnings to limit nonessential travel and promote telecommuting, (iii) the postponement or cancellation of or reduction of capacity at large-scale gatherings such as conventions, concerts and sporting events, (iv) limits on operations and customer capacity at commercial and retail establishments, and (v) the closure of school buildings.

Multiple vaccines for the virus that causes COVID-19 were developed in late 2020. To date, three vaccines have been approved for distribution in the United States with each of these vaccines having an efficacy rate exceeding 65%. Multiple variants of the virus that causes COVID-19 have been documented in the United States and globally, but studies so far suggest that antibodies generated through vaccination with approved vaccines recognize these variants to varying extents. COVID-19 vaccines are currently available to all residents within the State who are over the age of 12.

The Governor of the State lifted the State-wide state of emergency on April 27, 2021, and the Metropolitan Government on April 16, 2021 transitioned to the final phase of its COVID-19-related restrictions. However, the State or the Metropolitan Government may revert to additional restrictions in the future in response to the pandemic.

The Authority is unable to predict: (i) the extent or continued duration of the COVID-19 outbreak or any other epidemic or pandemic; (ii) the extent or duration of existing and additional quarantines, travel restrictions or other measures relating to COVID-19 or any other epidemic or pandemic; or (iii) whether and to what extent the COVID-19 outbreak or any other epidemic or pandemic may disrupt the local or global economy, or whether any such disruption may adversely affect the future operations of the Metropolitan Government or the Authority. Given the evolving nature of the spread of the virus and the behavior of governments, businesses and individuals in response thereto, the Authority cannot accurately predict the magnitude of the future impact of COVID-19 on the Authority or the Metropolitan Government and its financial condition. The Authority and the Metropolitan Government are proactively taking steps to mitigate the spread of COVID-19 within the Metropolitan Government and to preserve effective staffing for all essential Authority and Metropolitan Government operations.

The Authority specifically notes the following:

Ballpark Attendance. Attendance at large sports and entertainment facilities, such as the Ballpark, was dramatically affected by the spread of COVID-19 and the response thereto. As a result of COVID-19, the 2020 Minor League Baseball season was cancelled. Limited attendance has initially been permitted for the 2021 Minor League Baseball season, and, as of May 14, 2021, all Metropolitan Government capacity restrictions have been lifted. Sales Tax Rebate Revenues are directly related to attendance at the Ballpark, and those revenue streams will be adversely affected in direct proportion to any future impact on Ballpark attendance resulting from COVID-19 or other pandemics.

Impact to USD Non-Tax Revenues. Certain revenue components of USD Non-Tax Revenues (e.g., licenses, permits and franchise fees) increase or decrease from year to year in proportion to the rise and fall of general commercial activity within the Metropolitan Government. COVID-19 and the response thereto have impacted overall commercial activity and these USD Non-Tax Revenues, and may adversely affect USD Non-Tax Revenues in future periods.

Overall Financial Condition of the Metropolitan Government. While the Series 2021C Bonds are not general obligation bonds of the Metropolitan Government, the credit rating on the Series 2021C Bonds is, in part, related to the credit rating of the Metropolitan Government as a whole. The COVID-19 outbreak, and the community response thereto, has adversely impacted the Metropolitan Government's financial condition and may continue to do so. In the fiscal year ended June 30, 2020, COVID-19 did not impact the Metropolitan Government's primary source of revenues – ad valorem property tax collections, because property taxes were due in February, prior to the spread of COVID-19 in Tennessee. However, COVID-19-related quarantining, travel limitation and social distancing restrictions significantly impacted the Metropolitan Government's collection of local option sales taxes and tourism-related taxes (such as hotel occupancy taxes) from March through June 2020. The Metropolitan Government estimates that it suffered $192.4 million of lost revenues during this period. COVID-19 has dramatically reduced the number of tourists and regional commuters that visit and work in Nashville, which has resulted in a significant decline in local option sales and tourist tax collections.

Various types of information regarding employment and income trends, and business and tourism activity within the Metropolitan Government are detailed in Appendix B. Certain of this information reflects data prior to the COVID-19 outbreak and may not be reflective of current financial conditions. For example, (i) unemployment rates throughout the United States, including the Metropolitan Government, have increased significantly since the COVID-19 pandemic; (ii) convention, tourism and other entertainment business activities, have been significantly affected; and (iii) the Metropolitan Government's largest employers may have been forced to reduce their employment from the levels described in Appendix B.

Taxpayer Initiatives Purporting to Limit Taxing Authority

As discussed in the "LITIGATION AND OTHER PROCEEDINGS" section herein, taxpayers have filed multiple petitions seeking to limit the ability of the Metropolitan Government to increase property tax levies. Should any of these or future initiatives be successful, the resulting limitations on the Metropolitan Government's ability to increase property tax levies could adversely impact the financial condition of the Metropolitan Government.

LITIGATION AND OTHER PROCEEDINGS

The Authority

At the time of delivery of any payment for the Series 2021C Bonds, the Authority will deliver, or cause to be delivered, a certificate of the Authority stating that there is no controversy or litigation of any nature then pending or threatened, restraining or enjoining the issuance, sale, execution or delivery of the Series 2021C Bonds, or in any way contesting or affecting the validity of the Series 2021C Bonds or any proceedings of the Authority taken with respect to the issuance or sale thereof or the pledge or application of any monies or security provided for the payment of the Series 2021C Bonds or the corporate existence, boundaries or powers of the Authority, or the title of its officials to their respective offices.

The Metropolitan Government

At the time of delivery of any payment for the Series 2021C Bonds, the Metropolitan Government will deliver, or cause to be delivered, a certificate of the Metropolitan Government stating that there is no controversy or litigation of any nature then pending or threatened, restraining or enjoining the issuance, sale, execution or delivery of the Series 2021C Bonds, or in any way contesting or affecting the validity of the Series 2021C Bonds or any proceedings of the Metropolitan Government taken with respect to the issuance or sale thereof or the pledge or application of any monies or security provided for the payment of the Series 2021C Bonds or the corporate existence, boundaries or powers of the Metropolitan Government, or the title of its officials to their respective offices.

On August 26, 2020, a group of Metropolitan Government voters filed a petition (the "Petition") requesting that the Davidson County Election Commission (the "Election Commission") schedule a referendum, at which voters would be offered the opportunity to vote for or against adding certain provisions to the Metropolitan Government's Charter, including certain limitations on the Metropolitan Council's power to increase ad valorem property tax rates without voter approval. One of those provisions (the "Property Tax Provision") purports to bar the Metropolitan Government from increasing ad valorem property taxes by more than two percent (2%) per year after January 1, 2020, without a voter referendum. This Property Tax Provision purports to (i) effectively rescind the property tax increase adopted and approved by the Metropolitan Council as part of its budget for Fiscal Year 2021 and (ii) cap future property tax increases at two percent (2%) per year.

The Metropolitan Government's Department of Law has opined that the provisions the Petition seeks to add to the Metropolitan Government's Charter are unconstitutional and violate state law. To review the full opinion issued by the Metropolitan Government Department of Law, see https://www.nashville.gov/Portals/0/SiteContent/Law/Legal Opinions/2020-01.pdf. Following this opinion, the

Election Commission filed a declaratory judgment action in Davidson County Chancery Court, seeking direction as to whether the referendum can be held as requested by the Petition.

By Order dated November 3, 2020, the Chancery Court in Davidson County found that the Petition was defective in form and facially unconstitutional and permanently enjoined the Election Commission from holding a referendum election on the Petition and declared it unconstitutional, facially invalid, and violative of state law. See https://www.nashville.gov/Department-of-Law/Orders-and-Agreements.aspx for a copy of the Order. The case is still pending in the Chancery Court because the Court severed certain claims of the Petitioners, which alleged violations of constitutional rights. Once the case is fully resolved, the Petitioners can appeal to the Tennessee Court of Appeals. If unsuccessful at the Court of Appeals, the Petitioners can request an appeal to the Tennessee Supreme Court. The Metropolitan Government will vigorously defend this litigation and expects, but cannot guarantee, that it will ultimately prevail.

On March 25, 2021, a group of Metropolitan Government voters filed a second petition (the "Second Petition") requesting that the Election Commission schedule a referendum at which voters would vote on adding additional provisions to the Metropolitan Government's Charter, including certain limitations on the Metropolitan Council's power to increase ad valorem property taxes without voter approval. The Second Petition purports to (i) set the property tax rate for the 2022 and 2023 fiscal years to the rate in effect prior to the property tax increase adopted by the Metropolitan Council for Fiscal Year 2021 and (ii) cap future property tax increases at three percent (3%) per year absent a voter referendum. The Metropolitan Government expects that the 2021 reappraisal and property tax rate equalization process described on page B-10 hereof will result in a reduction of the property tax rate to near Fiscal Year 2020 levels.

The Metropolitan Government's Department of Law has opined that the provisions the Second Petition seeks to add to the Metropolitan Government's Charter are unconstitutional and violate state law in multiple ways. On May 10, 2021, the Election Commission approved holding an election on the Second Petition. On May 11, 2021, the Metropolitan Government filed a challenge to the Election Commission's decision in the Chancery Court in Davidson County. The Metropolitan Government expects, but cannot guarantee, that it will ultimately prevail.

CONTINUING DISCLOSURE

In connection with the issuance of the Series 2021C Bonds and to assist the Underwriter in complying with Rule 15c2-12 (the "Rule") promulgated by the SEC under the Securities Exchange Act of 1934, as amended, the Metropolitan Government has executed the Continuing Disclosure Certificate. The Metropolitan Government has covenanted for the benefit of the holders of the Series 2021C Bonds that, consistent with the Rule, it will provide: annual financial information for the Metropolitan Government, including audited financial statements of the Metropolitan Government for each fiscal year ending on and after June 30, 2021, in a timely manner, and notices of certain events with respect to the Series 2021C Bonds. The proposed form of the Continuing Disclosure Certificate is in APPENDIX D – "FORM OF CONTINUING DISCLOSURE CERTIFICATE" attached hereto.

The Metropolitan Government has agreed to provide the foregoing information only as described in the Continuing Disclosure Certificate. Investors will be able to access continuing disclosure information filed with the MSRB free of charge at emma.msrb.org.

In evaluating its compliance with its continuing disclosure obligations during the previous five years, the Metropolitan Government made the following findings: (1) in certain cases, annual reports were not correctly linked to CUSIPs that replaced initially-assigned CUSIPs as a result of a partial refunding of a maturity of bonds (i.e., CUSIPs distinguishing between pre-refunded and unrefunded bonds); (2) annual Reports of the Authority for fiscal years 2014 through 2017, filed in connection with the Series 2013A Bonds and the Series 2013B Bonds, did not contain an individual listing of the revenues that provide the first line of repayment for the Ballpark Bonds but did contain both a statement of all revenues received by the Authority and a specific listing of the non-tax revenues that ultimately secure the Series 2013A Bonds and Series 2013B Bonds; (3) annual reports were not timely filed with respect to two series of bonds issued by the Metropolitan Government's Industrial Development Board and Health and Educational Facilities Board for the fiscal years 2015 through 2019, in part because the filing deadline for these two continuing disclosure agreements is three months shorter than the deadline for all other continuing disclosure agreements; (4) audited financial statements were not correctly linked to the CUSIPs for a series of bonds issued by the Metropolitan Government's Industrial Development Board and a series of bonds issued on behalf of the

Metropolitan Development and Housing Agency for the 2015 through 2018 fiscal years; and (5) certain non-operating data was inadvertently omitted from the Metropolitan Government's 2018 and 2019 annual reports.

The Metropolitan Government believes that it has otherwise complied in all respects with its previous continuing disclosure undertakings.

CERTAIN LEGAL MATTERS

All legal matters incident to the authorization and issuance of the Series 2021C Bonds are subject to the approval of Bass, Berry & Sims PLC, Nashville, Tennessee, Bond Counsel, whose approving opinion in substantially the form attached hereto as Appendix C will be delivered with the Series 2021C Bonds. Other than the descriptions of legal documents and Bond Counsel's legal opinion set forth herein under the captions "DESCRIPTION OF THE SERIES 2021C BONDS" (other than the information relating to DTC and its book-entry system), "SECURITY AND SOURCES OF PAYMENT" (excluding financial and statistical data as to which no opinion is expressed), "TAX MATTERS," and APPENDIX C – "FORM OF OPINION OF BOND COUNSEL," which have been reviewed by Bond Counsel, Bond Counsel has not undertaken any responsibility for any of the information contained in this Official Statement. Certain legal matters with respect to the Authority and the Metropolitan Government will be passed upon by the Metropolitan Government's Director of Law. Certain legal matters will be passed upon for the Underwriters by their counsel, Adams and Reese LLP, Nashville, Tennessee.

The various legal opinions to be delivered concurrently with the delivery of the Series 2021C Bonds express the professional judgment of the attorneys rendering the opinion as to the legal issues explicitly addressed therein. In rendering a legal opinion, the attorney does not become an insurer or guarantor of that expression of professional judgment, of the transaction opined upon, or of the future performance of the parties to the transaction, nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise from the transaction.

TAX MATTERS

Federal Taxes

General. The following is a summary of certain anticipated United States federal income tax consequences of the purchase, ownership and disposition of the Series 2021C Bonds. The summary is based upon the provisions of the Code, the regulations promulgated thereunder and the judicial and administrative rulings and decisions now in effect, all of which are subject to change. The summary generally addresses Series 2021C Bonds held as capital assets and does not purport to address all aspects of federal income taxation that may affect particular investors in light of their individual circumstances or certain types of investors subject to special treatment under the federal income tax laws, including but not limited to financial institutions, insurance companies, dealers in securities or currencies, persons holding such Series 2021C Bonds as a hedge against currency risks or as a position in a "straddle" for tax purposes, or persons whose functional currency is not the United States dollar. Potential purchasers of the Series 2021C Bonds should consult their own tax advisors in determining the federal, state or local tax consequences to them of the purchase, ownership and disposition of the Series 2021C Bonds.

Although the Series 2021C Bonds are issued by the Authority, interest on the Series 2021C Bonds (including any original issue discount treated as interest) will NOT be excluded from gross income for federal income tax purposes under Section 103 of the Code. Interest on the Series 2021C Bonds (including any original issue discount treated as interest) will be fully subject to federal income taxation.

Bond Counsel is not responsible for updating its opinion in the future. It is possible that future events or changes in applicable law could change the tax treatment of the interest on the Series 2021C Bonds or affect the market price of the Series 2021C Bonds. See also "Changes in Federal and State Tax Law" below in this heading.

Bond Counsel expresses no opinion on the effect of any action taken or not taken in reliance upon an opinion of other counsel on the federal income tax treatment of interest on the Series 2021C Bonds, or under State, local or foreign tax law.

Bond Premium. If a bondholder purchases a Series 2021C Bond for a price that is more than the principal amount, generally the excess is "bond premium" on that Series 2021C Bond. The tax accounting treatment of bond premium is complex. It is amortized over time and as it is amortized a bondholder's tax basis in that Series 2021C

Bond will be reduced. The holder of a Series 2021C Bond that is callable before its stated maturity date may be required to amortize the premium over a shorter period, resulting in a lower yield on such Series 2021C Bonds. A bondholder in certain circumstances may realize a taxable gain upon the sale of a Series 2021C Bond with bond premium, even though the Series 2021C Bond is sold for an amount less than or equal to the owner's original cost. If a bondholder owns any Series 2021C Bonds with bond premium, it should consult its tax advisor regarding the tax accounting treatment of bond premium.

Original Issue Discount. A Series 2021C Bond will have "original issue discount" if the price paid by the original purchaser of such Series 2021C Bond is less than the principal amount of such Series 2021C Bond. The tax accounting treatment of original issue discount is complex. It accrues on an actuarial basis and as it accrues a bondholder's tax basis in these Series 2021C Bonds will be increased. If a bondholder owns one of these Series 2021C Bonds, it should consult its tax advisor regarding the tax treatment of original issue discount

Information Reporting and Backup Withholding. Information reporting requirements apply to interest on tax-exempt obligations, including the Series 2021C Bonds. In general, such requirements are satisfied if the interest recipient completes, and provides the payor with a Form W-9, "Request for Taxpayer Identification Number and Certification," or if the recipient is one of a limited class of exempt recipients. A recipient not otherwise exempt from information reporting who fails to satisfy the information reporting requirements will be subject to "backup withholding," which means that the payor is required to deduct and withhold a tax from the interest payment, calculated in the manner set forth in the Code. For the foregoing purpose, a "payor" generally refers to the person or entity from whom a recipient receives its payments of interest or who collects such payments on behalf of the recipient.

If an owner purchasing a Series 2021C Bond through a brokerage account has executed a Form W-9 in connection with the establishment of such account, as generally can be expected, no backup withholding should occur. In any event, backup withholding does not affect the excludability of the interest on the Series 2021C Bonds from gross income for Federal income tax purposes. Any amounts withheld pursuant to backup withholding would be allowed as a refund or a credit against the owner's Federal income tax once the required information is furnished to the Internal Revenue Service.

State Taxes

Under existing law, the Series 2021C Bonds and the income therefrom are exempt from all present state, county and municipal taxes in Tennessee except (a) Tennessee excise taxes on interest on the Series 2021C Bonds during the period the Series 2021C Bonds are held or beneficially owned by any organization or entity, or other than a sole proprietorship or general partnership doing business in the State of Tennessee, and (b) Tennessee franchise taxes by reason of the inclusion of the book value of the Series 2021C Bonds 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.

Changes in Federal and State Tax Law

The opinions expressed by Bond Counsel are based upon existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of issuance and delivery of the Series 2021C Bonds, and Bond Counsel has expressed no opinion as of any date subsequent thereto or with respect to any proposed or pending legislation, regulatory initiatives or litigation.

Prospective purchasers of the Series 2021C Bonds should consult their own tax advisors regarding the foregoing matters.

RATINGS

Moody's Investors Service, Inc. and S&P Global Ratings have assigned ratings of "Aa3" and "AA", respectively, to the Series 2021C Bonds. The ratings reflect only the respective views of such organizations, and neither the Authority nor the Metropolitan Government makes any representation as to the appropriateness of the ratings. Any explanation of the significance of the ratings may be obtained only from the respective rating agency furnishing the same at the following addresses: Moody's Investors Services, Inc., 99 Church Street, New York, New York 10007; S&P Global Ratings, 55 Water Street, New York, New York 10041. The Authority and the Metropolitan Government furnished to each rating agency certain information and materials, some of which may not have been included in this Official Statement, relating to the Authority and the Metropolitan Government as well as outstanding debt of the Authority and the Metropolitan Government. Generally, rating agencies base their ratings upon such information and materials and upon investigations, studies and assumptions by the ratings agencies. There is no assurance that such ratings will continue for any given period of time or that they will not be revised downward or withdrawn entirely by any or all of such rating companies, if in the judgment of any or all companies, circumstances so warrant. Any such downward revision or withdrawal of such ratings, or any of them, may have an adverse effect on the market price of the Series 2021C Bonds.

Additionally, due to the ongoing uncertainty regarding the debt of the United States of America, including without limitation, the general economic conditions in the country, and other political and economic developments that may affect the financial condition of the United States government, the United States debt limit, and the bond ratings of the United States and its instrumentalities, obligations issued by state and local governments, such as the Series 2021C Bonds, could be subject to a rating downgrade. Furthermore, if a significant default or other financial crisis should occur in the affairs of the United States or of any of its agencies or political subdivisions, then such event could also adversely affect the market for and ratings, liquidity, and market value of outstanding debt obligations, such as the Series 2021C Bonds.

UNDERWRITING

FHN Financial Capital Markets (the "Representative"), on behalf of itself and the other underwriters listed on the front cover page of this Official Statement (collectively, the "Underwriters") of the Series 2021C Bonds have agreed, subject to certain conditions, to purchase all of the Series 2021C Bonds from the Authority at an aggregate purchase price to be paid by the Underwriters of $59,908,917.27 (representing the principal amount of the Series 2021C Bonds, less an Underwriters' discount of $326,082.73).

The Bond Purchase Agreement between the Authority and the Underwriters provides, with respect to the Series 2021C Bonds, that all of the Series 2021C Bonds will be purchased by the Underwriters, if any of the Series 2021C Bonds of such issue are purchased.

The Series 2021C Bonds will be offered at the respective initial public offering prices or yields shown on the inside cover page of this Official Statement. The Underwriters may offer and sell the Series 2021C Bonds to certain dealers (including dealers depositing the Series 2021C Bonds into investment trusts) and others at prices lower than the public offering prices stated on the inside cover page hereof. Following the initial public offering, the initial public offering prices may be changed from time to time by the Underwriters in their discretion.

FHN Financial Capital Markets is a division of First Horizon Bank, and First Horizon Advisors, Inc., is a wholly owned subsidiary of First Horizon Bank. FHN Financial Capital Markets has entered into a distribution agreement with First Horizon Advisors, Inc., for the distribution of the offered Series 2021C Bonds at the original issue prices. Such arrangement generally provides that FHN Financial Capital Markets will share a portion of its underwriting compensation or selling concession with First Horizon Advisors, Inc.

VERIFICATION OF MATHEMATICAL COMPUTATIONS

Public Finance Partners (the "Verification Agent") will deliver to the Metropolitan Government, on or before the settlement date of the Series 2021C Bonds, its verification report indicating that it has verified the mathematical accuracy of the mathematical computations of the adequacy of the cash and the maturing principal of and interest on the Escrow Investments, to pay, when due, the maturing principal of, interest on and related call premium requirements, if any, of the Series 2013A Bonds and the Series 2013B Bonds.

The verification performed by the Verification Agent will be based solely upon data, information and documents provided to the Verification Agent by the Metropolitan Government and its representatives. The Verification Agent's report of its verification will state that the Verification Agent has no obligation to update such report because of events occurring, or data or information coming to the attention of the Verification Agent subsequent to the date of the report.

The Verification Agent relied on the accuracy, completeness and reliability of all information provided to it by, and on all decisions and approvals of, the Metropolitan Government. In addition, the Verification Agent has relied on any information provided to it by the Metropolitan Government's retained advisors, consultants or legal counsel.

MUNICIPAL ADVISOR

Hilltop Securities Inc. is employed as Municipal Advisor to the Authority and the Metropolitan Government in connection with the issuance of the Series 2021C Bonds. The Municipal Advisor's fees for services rendered with respect to the sale of the Series 2021C Bonds are contingent upon the issuance and delivery of the Series 2021C Bonds. Hilltop Securities Inc., in its capacity as Municipal Advisor, has relied on the opinion of Bond Counsel and has not verified and does not assume any responsibility for the information, covenants and representations contained in any of the legal documents with respect to the federal income tax status of the Series 2021C Bonds or the possible impact of any present, pending or future actions taken by any legislative or judicial bodies. In the normal course of business, Hilltop Securities Inc. may from time to time sell investment securities to the Authority or the Metropolitan Government for the investment of bond proceeds or other funds of the Authority or the Metropolitan Government upon the request of the Authority or the Metropolitan Government.

The Municipal Advisor has provided the following sentence for inclusion in this Official Statement: The Municipal Advisor has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to the Authority and the Metropolitan Government and, as applicable, to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Municipal Advisor does not guarantee the accuracy or completeness of such information.

INDEPENDENT AUDITORS

An electronic link to the Metropolitan Government's comprehensive annual financial statements as of the fiscal year ended June 30, 2020 is included in Appendix A, and such financial statements have been audited by Crosslin & Associates, P.C., independent auditors, as stated in its report.

Crosslin & Associates, P.C., the Metropolitan Government's current independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Crosslin & Associates, P.C., also has not performed any procedures relating to this Official Statement.

FORWARD-LOOKING STATEMENTS

The statements contained in this Official Statement, and in any other information provided by the Authority and the Metropolitan Government, that are not purely historical, are forward-looking statements, including certain statements regarding the Authority's and the Metropolitan Government's expectations, hopes, intentions or strategies regarding the future. Readers should not place undue reliance on forward-looking statements. All forward-looking statements included in this Official Statement are based on information available to the Authority and the Metropolitan Government on the date hereof, and the Authority and the Metropolitan Government assume no obligation to update any such forward-looking statements. It is important to note that the Authority's and the Metropolitan Government's actual results could differ materially from those in such forward-looking statements.

The forward-looking statements herein are necessarily based on various assumptions and estimates and are inherently subject to various risks and uncertainties, including risks and uncertainties relating to the possible invalidity of the underlying assumptions and estimates and possible changes or developments in social, economic, business, industry, market, legal and regulatory circumstances and conditions and actions taken or omitted to be taken by third parties, including customers, suppliers, business partners and competitors, and legislative, judicial and other governmental authorities and officials. Assumptions related to the foregoing involve judgments with respect to, among other things, future economic, competitive and market conditions and future business decisions, all of which are difficult or impossible to predict accurately and many of which are beyond the control of the Authority and the Metropolitan Government. Any of such assumptions could be inaccurate and, therefore, there can be no assurance that the forward-looking statements included in this Official Statement would prove to be accurate.

In considering the matters set forth in this Official Statement, prospective investors should carefully review all information included herein (particularly the information under the captions "INVESTMENT CONSIDERATIONS" and "FORWARD-LOOKING STATEMENTS") to identify any investment considerations.

Potential investors should be thoroughly familiar with this entire Official Statement and the Appendices hereto, and should have accessed whatever additional financial and other information any such investor may deem necessary, prior to making an investment decision with respect to the Series 2021C Bonds.

MISCELLANEOUS INFORMATION

There is no guarantee that any of the assumptions or estimates contained herein will be realized. All of the summaries of the statutes, documents and resolutions in this Official Statement are made subject to all of the provisions of such statutes, documents and resolutions. These summaries do not purport to be complete statements of such provisions, and reference is made to such documents for further information. Reference is made to original documents in all respects.

The references, excerpts and summaries of all documents referred to in this Official Statement and in the Appendices to this Official Statement do not purport to be complete statements of the provisions of such documents, and reference is directed to all such documents for full and complete statements of all matters of fact relating to the Series 2021C Bonds, the security for the payment of the Series 2021C Bonds and the rights and obligations of the holders thereof.

The information contained in this Official Statement has been compiled from sources deemed to be reliable, and while not guaranteed as to completeness or accuracy, is believed to be correct as of this date.

Any statements made in this Official Statement involving matters of opinion or of estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized. Neither this Official Statement nor any statement which may have been made verbally or in writing is to be construed as a contract with the holders of the Series 2021C Bonds. The Trustee has not participated in the preparation of this Official Statement and hereby disclaims any responsibility for the accuracy or completeness of the information set forth in this Official Statement.

The execution and delivery of this Official Statement on behalf of the Authority by its Chair have been duly authorized.

THE SPORTS AUTHORITY OF THE
METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY

By: /s/ Cathy Bender
Chair

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APPENDIX A

ELECTRONIC LINK TO COMPREHENSIVE ANNUAL FINANCIAL REPORT FOR THE METROPOLITAN GOVERNMENT FOR THE FISCAL YEAR ENDED JUNE 30, 2020

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General Purpose Financial Statements

Audited Financial Statements of the Metropolitan Government and supplementary information as of and for the fiscal year ending June 30, 2020, together with the independent auditors' report from Crosslin & Associates, P.C., are available through the website of the Metropolitan Government's Department of Finance at http://www.nashville.gov/Finance/Office-of-the-Treasurer/Debt/Investor-Relations.aspx and are hereby incorporated by reference as part of this Appendix A. To the extent there are any differences between the electronically posted financial statements of the Metropolitan Government and the printed financial statements of the Metropolitan Government, the printed version shall control.

Crosslin & Associates, P.C., has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report and have not performed any procedures relating to this Official Statement.

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APPENDIX B

FINANCIAL AND DEMOGRAPHIC INFORMATION RELATED TO THE METROPOLITAN GOVERNMENT

TABLE OF CONTENTS

INTRODUCTION

The Metropolitan Government

The Metropolitan Government is the capital and most populous city of the State of Tennessee. It is located on the Cumberland River in northern Middle Tennessee. The city is a center for the music, healthcare, publishing, private prison, banking and transportation industries, and is home to numerous colleges and universities. Largely due to its association with the music industry, the Metropolitan Government has a vibrant tourism industry. The Metropolitan Government sits at the center of a 13-county metropolitan statistical area with a population of approximately 1.9 million, located at the intersections of Interstates 24, 40 and 65.

On June 28, 1962, the voters of the City of Nashville and Davidson County approved the Charter of the Metropolitan Government (the "Charter"). On April 1, 1963, the governments of the City of Nashville and of Davidson County were consolidated to form "The Metropolitan Government of Nashville and Davidson County" (the "Metropolitan Government"), under which the boundaries of Nashville and Davidson County are co-extensive.

The executive and administrative powers are vested in the Metropolitan Mayor (the "Mayor"), who is elected at large for a four-year term. The Mayor is authorized to administer, supervise and control all departments and to appoint all members of boards and commissions created by the Charter or by ordinance enacted pursuant to the Charter unless otherwise excepted. A two-thirds vote of the Metropolitan County Council of the Metropolitan Government (the "Metropolitan Council") is required to override the Mayor's veto. The Charter also provides for a Vice Mayor, who is elected at large for a four-year term and is the presiding officer of the Metropolitan Council. The Metropolitan Council is the legislative body of the Metropolitan Government and is composed of 40 members who are elected for four-year terms: 35 are elected from council districts and five are elected at large.

The Charter provides a framework for the Metropolitan Government in Nashville to serve the needs of two service districts: (i) the General Services District ("GSD") and (ii) the Urban Services District ("USD"). The GSD embraces the entire area of Davidson County and is taxed to support those services, functions and debt obligations, which are deemed properly chargeable to the whole population. Such services include general administration, police, fire protection, courts, jails, health, welfare, hospitals, streets and roads, traffic, schools, parks and recreation, auditoriums, public housing, urban renewal, planning and public libraries. The original USD conformed to the corporate limits of the City of Nashville as they existed on April 1, 1963, the date of consolidation. The residents of the USD are charged an additional tax to support those services, functions and debt obligations, which benefit only the USD. Such services include additional police and fire protection, storm sewers, street lighting and refuse collection. The Charter provides: "The area of the USD may be expanded and its territorial limits extended by annexation whenever particular areas of the GSD come to need urban services, and the Metropolitan Government becomes able to provide such services within a reasonable period which shall be not greater than one year after ad valorem taxes in the annexed area become due." Since April 1, 1963, the area of the USD has been expanded from 72 square miles to 184 square miles.

As a consolidated government, the Metropolitan Government is responsible for providing all of the services typically provided by cities, counties and school districts. The Metropolitan Government's school system is the second largest school system in Tennessee. The Metropolitan Government provides tax-supported funding for school capital and operating expenses. School system operations are managed by the Metropolitan Board of Education ("MBE"), consisting of nine publicly-elected members.

The Metropolitan Government provides water and wastewater services throughout the Metropolitan Government. Capital and operating costs of water and wastewater services are funded exclusively through revenues generated from water and wastewater rates, fees and charges. Likewise, the Metropolitan Government funds the capital and operating costs of its electric system exclusively through revenues generated from electric rates, fees and charges. Because these utility systems are not tax-supported enterprises, information regarding these utility systems is not included herein.

Fiscal Year

The Metropolitan Government operates on a fiscal year, which commences July 1 and ends June 30.

Accounting

Pursuant to the Charter, independent auditors annually audit the financial statements of the Metropolitan Government. The Basic Financial Statements and other financial information, which are presented in the Comprehensive Annual Financial Report (the "CAFR"), are prepared in accordance with generally accepted accounting principles promulgated by the Governmental Accounting Standards Board and with those standards and procedures recommended by the State Comptroller of the Treasury. Copies of CAFRs are available on the Metropolitan Government's website, http://www.nashville.gov/Finance/Office-of-the-Treasurer/Debt/Investor-Relations.aspx.

The Metropolitan Government reports the following major governmental funds:

- **General Fund** – the Metropolitan Government's primary operating fund which is used to account for all financial resources of the general operations of the Metropolitan Government, except those required to be accounted for in another fund.

- **General Purpose School Fund** – used to account for the receipt and disbursement of federal, state and local funds for education purposes, except those required to be accounted for in another fund.

- **General Services District General Purposes Debt Service Fund** – used to account for the accumulation of resources and the payment of principal and interest for the GSD general obligation debt.

- **General Services District School Purposes Debt Service Fund** – used to account for the accumulation of resources and the payment of principal and interest for the debt related to schools.

- **Urban Services District General Purposes Debt Service Fund** – used to account for the accumulation of resources and the payment of principal and interest for the USD general obligation debt.

- **General Services District Capital Projects Fund** – used to account for the use of bond proceeds for the construction and equipping of various public projects in the GSD.

- **Education Services Fund** – used to account for a variety of programs supporting education activities including various state and federal grant programs, funds reserved for unemployment claims of the Metropolitan Nashville Public School employees, food service operations of the school system, costs associated with charter schools, and fundraising activities of individuals schools.

- **Urban Services District Capital Projects Fund** – used to account for the use of bond proceeds for the construction and equipping of various public projects in the USD.

The Metropolitan Government reports the following major enterprise funds:

- **Department of Water and Sewerage Services** – provides services to customers on a self-supporting basis utilizing a rate structure designed to produce revenues sufficient to fund debt service requirements, operating expenses and adequate working capital.

- **District Energy System –** provides heating and cooling services to the Metropolitan Government and downtown businesses. The District Energy System is managed by a third party and is self-supporting by utilizing a rate structure designed to fund debt service requirements, pay for operating expenses and generate adequate working capital.

- **Stormwater Operations** – under the administrative responsibility of the Department of Water and Sewerage Services and accounts for activities surrounding the maintenance of the Metropolitan Government's stormwater drainage system. Revenues are derived from a stormwater fee assessed on users of the system.

Additionally, the Metropolitan Government reports the following fund types:

- **Internal Service Funds** – used to account for the operations of self-sustaining agencies rendering services to other agencies of the Metropolitan Government on a cost reimbursement basis. These services included fleet management, information systems, insurance, treasury management and printing.

- **Pension (and other employee benefit) Trust Funds** – used to account for assets and liabilities held by the Metropolitan Government in a fiduciary capacity to provide retirement and disability benefits for employees and retirees.

- **Agency Funds** – used to account for assets held by elected officials as agents for individuals, collections by the Metropolitan Government due to the purchasers of certain outstanding property tax receivables, funds held by the Sheriff's Department for inmates, and funds held by the Planning Commission for performance bonds for contractors.

Operating Budgeting Process

The Charter requires the Director of Finance to obtain information necessary to compile the annual operating budget of the Metropolitan Government from all officers, departments, boards, commissions and other agencies for which appropriations are made by the Metropolitan Government or which collect revenues for the Metropolitan Government.

The Mayor reviews the operating budget submitted by the Director of Finance and may make such revisions in the budget deemed necessary or desirable before it is submitted to the Metropolitan Council for consideration no later than May 1st. In no event can the total appropriations from any fund exceed the total anticipated revenues plus the estimated unappropriated fund balance and applicable reserves. After the Metropolitan Council has passed the budget ordinance on first reading, it will hold public hearings. After the conclusion of the public hearings, the Metropolitan Council may amend the operating budget prepared by the Mayor. The budget as finally amended and adopted, however, must provide for all expenditures required by law or by provisions of the Charter and for all debt service requirements for the ensuing fiscal year as certified by the Director of Finance. If the Metropolitan Council fails to adopt a budget by July 1st, the budget submitted by the Mayor is deemed to be the adopted budget.

The Charter requires that following the adoption of the Metropolitan Government's annual operating budget, an annual tax is to be levied on all taxable property within the GSD and an additional annual tax on all taxable property within the USD. These annual taxes must be at rates sufficient to finance the GSD and USD budgets adopted for their respective service districts.

Historical Summary of Major Fund Results

The tables on the following three pages provide a five-year history of revenues, expenditures and changes in fund balances for the Metropolitan Government's General Fund, Special Revenue Funds and Debt Service Funds, which are the primary tax-supported operating funds of the Metropolitan Government. The Special Revenue Funds table includes the General Purpose School Fund and various other funds with specific revenues that are to be utilized in carrying out the requirements of statutes, ordinances, grants or other governing regulations. The Debt Service Funds table includes the GSD General Purposes Debt Service Fund, the GSD School Debt Service Fund and the USD General Purposes Debt Service Fund.

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THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
GENERAL FUND
REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
(For the Fiscal Years Ended June 30, 2016 through June 30, 2020)

REVENUES:	**2020**	**2019**	**2018**	**2017**	**2016**
Property Taxes	$597,829,022	$565,209,717	$539,343,469	$524,330,765	$508,417,976
Local Option Sales Tax	113,464,491	141,902,355	133,884,975	117,578,530	112,386,239
Other Taxes, Licenses and Permits	159,918,852	160,881,656	155,826,065	149,949,331	143,264,669
Fines, Forfeits and Penalties	5,014,278	6,855,593	9,311,162	9,594,026	10,536,938
Revenues from Use of Money of Property	376,653	1,698,384	975,494	649,586	695,634
Revenue from Other Governmental Agencies	139,187,410	124,460,648	112,150,191	106,702,440	103,945,191
Commissions and Fees	13,437,944	17,058,875	17,257,045	17,388,364	14,528,053
Charges for Current Services	36,498,952	42,233,974	41,117,340	39,153,918	35,359,332
Compensation for Loss, Sale or Damage to Property	513,104	13,096,343	903,657	2,655,387	6,879,924
Contributions and Gifts	406,680	318,780	562,551	22,250	266,525
Miscellaneous	1,079,380	897,243	3,023,042	3,296,472	1,893,902
TOTAL REVENUES	**$1,067,726,766**	**$1,074,613,568**	**$1,014,354,991**	**$971,321,069**	**$938,174,383**
EXPENDITURES:					
General Government	$ 52,446,684	$ 51,342,987	$ 50,846,174	$ 49,420,430	$ 50,211,810
Fiscal Administration	24,620,447	24,085,812	23,703,880	22,980,238	21,463,006
Administration of Justice	68,715,316	65,677,679	64,444,333	61,514,210	57,481,614
Law Enforcement and Care of Prisoners	301,194,426	288,482,195	284,014,877	272,631,001	262,052,423
Fire Prevention and Control	136,829,267	130,611,622	131,839,625	124,384,360	116,948,664
Regulation and Inspection	11,032,259	10,238,714	10,156,818	9,138,734	8,101,479
Conservation of Natural Resources	335,444	322,263	407,900	411,714	373,209
Public Welfare	6,672,499	6,667,525	6,709,667	6,226,903	6,293,042
Public Health and Hospitals	66,919,483	66,464,916	69,697,474	70,885,052	62,958,373
Public Library System	31,369,260	31,282,141	30,793,711	23,789,104	27,432,634
Public Works, Highway and Streets	36,321,877	35,064,951	34,359,154	34,324,984	32,302,132
Recreational and Cultural	42,072,126	43,787,806	42,296,855	41,293,352	37,931,086
Retiree Benefits	88,233,381	87,855,789	87,579,887	84,585,219	81,576,678
Miscellaneous	102,696,115	108,887,193	116,376,212	109,046,528	89,278,073
Debt Service:					
Principal Retirement	21,230,100	-	-	-	-
Interest	16,669,900	-	-	-	-
TOTAL EXPENDITURES	**$1,007,358,584**	**$950,771,593**	**$953,226,567**	**$916,631,829**	**$854,404,223**
Excess (Deficiency) of Revenues Over Expenditures	60,368,182	123,841,975	61,128,424	54,689,240	83,770,160
OTHER FINANCING SOURCES (USES)					
Transfers In	25,936,866	28,324,712	26,219,860	27,006,469	22,890,396
Transfers Out	(103,974,920)	(137,383,097)	(117,383,483)	(119,501,949)	(100,211,388)
Total other Financing Sources (Uses)	(73,083,054)	(109,058,385)	(91,163,623)	(92,495,480)	(77,320,992)
Excess (deficiency) of Revenues & other sources Over Expenditures	(17,669,872)	14,783,590	(30,035,199)	(37,806,240)	6,449,168
FUND BALANCE, BEGINNING OF YEAR	**$91,444,917**	**$76,661,327**	**$106,696,526**	**$144,502,766**	**$138,053,598**
FUND BALANCE, END OF YEAR	**$73,775,045**	**$91,444,917**	**$76,661,327**	**$106,696,526**	**$144,502,766**

Source: The Metropolitan Government of Nashville and Davidson County Comprehensive Annual Financial Report 2020.

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
SPECIAL REVENUE FUND[(1)]
REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
(For the Fiscal Years Ended June 30, 2016 through June 30, 2020)

REVENUES:	**2020**	**2019**	**2018**	**2017**	**2016**
Property Taxes	$ 331,591,099	$ 325,095,825	$ 313,053,234	$ 305,487,946	$ 295,533,190
Local Option Sales Tax	242,743,133	242,006,117	224,215,780	216,851,995	214,139,486
Other Taxes, Licenses and Permits	103,649,115	135,340,744	115,629,215	102,665,159	90,624,525
Fines, Forfeits and Penalties	1,858,881	3,226,296	4,021,696	4,744,371	6,194,363
Revenues from Use of Money of Property	3,349,841	3,996,660	1,936,251	979,439	893,265
Revenue from Other Governmental Agencies	507,400,824	514,846,966	523,344,665	506,130,905	475,832,993
Commissions and Fees	12,080,393	8,893,569	9,519,060	8,860,141	9,497,930
Charges for Current Services	29,383,312	32,968,507	29,143,772	30,254,093	29,979,888
Compensation for Loss, Sale or Damage to Property	1,982,404	9,293,212	3,334,839	7,084,983	3,188,064
Contributions and Gifts	6,515,863	13,726,681	6,191,334	4,875,806	5,563,171
Miscellaneous	339,505	62,659	208,655	191,095	847,745
TOTAL REVENUES	**$1,240,884,370**	**$1,289,457,236**	**$1,230,598,501**	**$1,188,125,933**	**$1,132,294,620**
EXPENDITURES:					
General Government	$ 103,282,752	$ 104,559,104	$ 93,568,485	$ 83,418,867	$ 78,008,259
Fiscal Administration	343,633	285,175	1,442,826	788,278	271,676
Administration of Justice	13,458,767	10,538,338	10,578,509	9,909,052	13,872,252
Law Enforcement and Care of Prisoners	25,071,303	23,107,385	23,651,407	24,491,295	21,818,071
Fire Prevention and Control	23,954	33,184	11,809	52,851	6,500
Regulation and Inspection	48,049	96,487	63,729	79,210	87,755
Public Welfare	58,410,684	46,917,069	36,313,702	33,527,326	32,656,928
Public Health and Hospitals	23,969,614	22,963,130	23,909,026	22,544,410	22,604,542
Public Library System	781,938	1,053,862	854,279	855,202	951,871
Public Works, Highway and Streets	37,924,204	42,878,934	37,631,657	33,895,323	31,551,513
Recreational and Cultural	1,694,001	2,058,992	2,148,090	2,255,096	2,113,171
Education	1,034,084,222	1,041,774,050	1,033,114,009	965,420,840	918,529,638
Capital Outlay	24,544,427	32,483,038	28,146,906	22,320,891	25,378,504
TOTAL EXPENDITURES	**$1,323,637,548**	**$1,328,748,748**	**$1,291,434,434**	**$1,199,558,641**	**$1,147,850,680**
Excess (Deficiency) of Revenues Over Expenditures	(82,753,178)	(39,291,512)	(60,835,933)	(11,432,708)	(15,556,060)
OTHER FINANCING SOURCES (USES)					
Insurance Recovery	4,000,000	-	-	-	-
Transfers In	216,935,884	215,571,815	195,661,918	174,827,192	140,720,312
Transfers Out	(175,665,100)	(180,185,805)	(151,347,941)	(132,361,241)	(105,413,507)
Total other Financing Sources (Uses)	45,270,784	35,386,010	44,313,977	42,465,951	35,306,805
Excess (deficiency) of Revenues & other sources Over Expenditures	(37,482,394)	(3,905,502)	(16,521,956)	31,033,243	19,750,745
FUND BALANCE, BEGINNING OF YEAR	**$180,497,282**	**$ 184,402,784**	**$ 200,924,740**	**$ 169,891,497**	**$150,140,752**
FUND BALANCE, END OF YEAR	**$143,014,888**	**$ 180,497,282**	**$ 184,402,784**	**$ 200,924,740**	**$169,891,497**

(1) Special revenue funds are used to account for specific revenues to be utilized in carrying out the specific terms of statutes, ordinances, grant requirements or governing regulations and include the General Purpose School Fund.

Source: The Metropolitan Government of Nashville and Davidson County Comprehensive Annual Financial Report 2020.

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
DEBT SERVICE FUNDS
REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
(For the Fiscal Years Ended June 30, 2016 through June 30, 2020)

REVENUES:	2020	2019	2018	2017	2016
Property Taxes	$154,648,416	$151,549,899	$146,187,493	$142,484,847	$140,059,158
Local Option Sales Tax	87,659,932	66,325,954	56,055,237	48,503,623	39,178,209
Other Taxes, Licenses and Permits	239,243	-	-	-	-
Fines, Forfeits and Penalties	316,378	207,489	323,999	323,165	324,053
Revenues from Use of Money of Property	651,221	992,583	440,718	188,611	743,257
Revenue from Other Governmental Agencies	9,733,881	5,572,748	6,030,459	5,419,643	4,024,838
Bond Interest Tax Credit	4,911,180	4,895,429	4,874,645	4,859,357	4,864,020
Miscellaneous	-	-	12	-	-
TOTAL REVENUES	**$258,160,251**	**$229,544,102**	**$213,912,563**	**$201,779,246**	**$189,193,535**
EXPENDITURES:					
Principal Retirement	$162,282,384	$155,391,020	$140,797,840	$132,859,891	$115,957,762
Interest	129,539,635	126,187,299	125,106,557	103,366,006	104,982,211
Fiscal Charges	3,687,504	3,954,518	6,848,877	6,792,950	7,898,402
TOTAL EXPENDITURES	**$295,509,523**	**$285,532,837**	**$272,753,274**	**$243,018,847**	**$228,838,375**
Excess (Deficiency) of Revenues Over Expenditures	(37,349,272)	(55,988,735)	(58,840,711)	(41,239,601)	(39,644,840)
OTHER FINANCING SOURCES (USES)					
Issuance of Refunding Debt	-	-	-	-	338,311,539
Payments to Refunded Bond Escrow Agent	-	-	-	-	(409,215,077)
Bond Issue Premium (Discount)	-	-	-	-	73,093,369
Transfers In	53,712,523	63,089,894	49,017,272	39,630,948	31,647,985
Total other Financing Sources (Uses)	53,712,523	63,089,894	49,017,272	39,630,948	33,837,816
Excess (deficiency) of Revenues & other sources Over Expenditures	16,363,251	7,101,159	(9,823,439)	(1,608,653)	(5,807,024)
FUND BALANCE, BEGINNING OF YEAR	**$17,952,500**	**$10,851,341**	**$20,674,780**	**$22,283,433**	**$28,090,457**
FUND BALANCE, END OF YEAR	**$34,315,751**	**$17,952,500**	**$10,851,341**	**$20,674,780**	**$22,283,433**

Source: The Metropolitan Government of Nashville and Davidson County Comprehensive Annual Financial Report 2020.

Budget and Projected Results for Fiscal Year 2021

The Fiscal Year 2021 budget adopted by the Metropolitan Council contemplates expenditures of $2.466 billion, a $134.6 million or 5.77% increase from the Fiscal Year 2020 expenditures. Increases in the budgeted expenditures are primarily attributable to cash and fund balance restoration of $92.6 million, increases in debt service of $6.2 million, and increases in various other general government expenditures. The Fiscal Year 2021 budget includes an increase in the General Services District ad valorem property tax rate from $2.755 to $3.788 per $100 of assessed value and the Urban Services District ad valorem property tax rate from $3.155 to $4.221 per $100 of assessed value, which collectively, along with the growth in the property tax base, is anticipated to generate an additional $373 million of revenues annually. The Fiscal Year 2021 budget does not include any one-time revenues. The approved budget includes supplementing the General Fund balance by $53.1 million. The Fiscal Year 2021 budget contemplates that additional COVID-19-related expenses will be funded by the $121.1 million of CARES Act funding and other federal and/or state assistance. The Fiscal Year 2021 budget contemplates a $250 million reduction in local option sales tax and other revenues primarily due to the impact of COVID-19.

The Metropolitan Government estimates that overall revenues will exceed budget by approximately 5%, primarily due to activity taxes such as local option sales tax, state sales tax, and business tax. Expenditures for Fiscal Year 2021 are currently expected to approximate budgeted amounts. Fund balance for the tax supported funds is currently projected to be $314.3 million at June 30, 2021, an increase of $191.2 million over fund balances at June 30, 2020.

REVENUES

The Metropolitan Government derives its revenues from the following sources:

Property Taxation

The Tennessee Constitution provides counties and municipalities with the authority to levy real and personal property taxes based on the value of the property. The Metropolitan Government levies property taxes on a calendar year basis, with property tax bills being sent by September 15 of each year and payment due before March 1 of the following year. The process for the valuation of property, the assessment of property value, the levy of property taxes, the collection of property taxes, the remittance of incremental property taxes to the Metropolitan Government and the collection of delinquent property taxes is described below.

Property Valuation

Pursuant to the Property Tax Act, the Assessor of Property of the Metropolitan Government (the "Assessor") appraises the value of all real property every four years. Except in circumstances where property is subsequently improved or damaged, this appraised value serves as the basis for the assessment and levy of real property taxes through the ensuing four-year period. The goal of the Assessor is to estimate fair market value for each property. Fair market value is defined as the most probable price a property would sell for in an open market under normal conditions. In order to determine the appraisal, the Assessor's office uses acceptable methods approved by the State Comptroller's Office to estimate the value of each property. Because all properties need to be appraised by January 1 in the year of a reappraisal, the Assessor uses mass appraisal techniques aided by appraisal models of benchmark properties developed by its staff and processed by computers into a value indication for each property.

A taxpayer wishing to protest the appraised value of its real property may request an informal review by Assessor staff by the end of April of each tax year, and staff may make adjustments to the appraised or assessed value. If the taxpayer remains unsatisfied, it may appeal its protest to the Metropolitan Board of Equalization, for hearing in June or July. If a taxpayer is still unsatisfied, it may further appeal to the State Board of Equalization on or about August 1.

Assessed Value

Each year, the Assessor determines the "assessed value" of each parcel of real and personal property, based on the most recent valuation and the classification of the property under the Property Tax Act. Leased personal property is assessed against the lessee on the basis of the use of the property by the lessee. The assessed value of a parcel of property, rather than its appraised value, is the measure against which property taxes are levied. For real property, the Property Tax Act currently provides for the following classification and assessment of properties:

Use Classification	Assessed Value as a Percentage of Appraised Value
Public Utility	55%
Industrial and Commercial	40%
Residential	25%
Farm Property	25%

For personal property, the Property Tax Act currently provides for the following classification and assessment of properties:

Use Classification	Assessed Value as a Percentage of Appraised Value
Public Utility	55%
Industrial and Commercial	30%

Properties owned by governmental or religious, charitable, scientific, literary or educational institutions are exempt from assessment and, therefore, any requirement to pay property taxes.

Metropolitan Government-owned utilities (Nashville Electric Service and the Water and Sewer Department) are also exempt from assessment but are assessed a separate in-lieu-of-tax. Nashville Electric Service is taxed under Tennessee law pursuant to the provisions of the Municipal Electric System Tax Equivalent Law of 1987. Under this law, the annual tax equivalent is the sum of: (a) the equalized tax rate applied to the net plant value and book value of materials and supplies, and (b) four percent (4%) of the average of revenue less power cost for the preceding three (3) fiscal years. In-lieu-of-tax payments from Nashville Electric Service and the Water and Sewer Department are reflected in the Metropolitan Government's financial statements as if they were property taxes.

Levy of Property Taxes

The Metropolitan Government is divided into two service districts, the GSD and the USD. The GSD embraces the entire area of Davidson County. Properties in the GSD are taxed to support the services, functions and debt obligations which are chargeable to the whole population, such as general government administration, police, fire protection, courts, jails, health, welfare, hospitals, streets and roads, traffic, schools, parks and recreation, airport facilities, auditoriums, public housing, urban renewal, planning and public libraries. The USD, originally conformed to the corporate limits of the City of Nashville as they existed on April 1, 1963, the date of the consolidation of the City of Nashville and Davidson County into the Metropolitan Government. Since April 1, 1963, the area of the USD has been expanded by annexation from 72 square miles to 184 square miles. Properties in the USD are subject to an additional tax to support additional police protection, storm sewers, street lighting and refuse collection. The current tax rate in the GSD is $3.788 per $100 of assessed value and the additional tax rate for the USD is $0.433 per $100 of assessed value, for a combined tax rate of $4.221 per $100 of assessed value.

The Metropolitan Government operates on a July 1 to June 30 fiscal year. Each year, as part of its budget process, the Metropolitan Mayor (the "Mayor") must submit the operating budget for the upcoming fiscal year to the Metropolitan Council. The Metropolitan Council may revise the budget proposed by the Mayor, except that the budget as finally amended and adopted must provide for all expenditures required by law and for all debt service requirements for the ensuing fiscal year. The Metropolitan Council is required to finally adopt the annual operating budget not later than June 30. If the Metropolitan Council fails to adopt a budget prior to the beginning of the fiscal year, it shall be conclusively presumed to have adopted the budget as submitted by the Mayor. After the annual operating budget has been adopted, the Metropolitan Council is required to adopt a property tax levy sufficient to fund the adopted budget.

By referendum held on November 7, 2006, voters in the Metropolitan Government amended the Metropolitan Government's Charter to require that any future increase above the tax levy rate then in effect ($4.69 per $100 of assessed value for properties located in the USD) be first approved by voter referendum. The Department of Law of the Metropolitan Government has issued its opinion (Legal Opinion No. 2006-03) to the effect that such Charter amendment requiring a voter referendum is invalid because it violates the Tennessee Constitution, but the constitutionality of the voter referendum requirement has not been adjudicated.

On August 26, 2020, Metropolitan Government voters filed a petition requesting that the Election Commission schedule a referendum, at which voters would be offered the opportunity to vote for or against the addition of certain provisions to the Metropolitan Government's Charter, including certain limitations on the Metropolitan Council's power to increase ad valorem property tax rates without voter approval (the "Petition"). By Order dated November 3, 2020, the Chancery Court found that the Petition was defective in form and facially unconstitutional and permanently enjoined the Election Commission from holding a referendum election on the provisions. The Metropolitan Government expects that the petitioners will exercise their right to appeal the Chancery Court's Order. The Metropolitan Government expects, but cannot offer any assurances, that it will prevail in any appeal. See "LITIGATION" herein.

Tax Abatement Programs

The Metropolitan Government's Industrial Development Board (the "IDB") is authorized by Tennessee law to negotiate and accept payments in lieu of ad valorem taxes to maintain and increase employment opportunities and household income. The IDB acts as a conduit organization for property tax abatements through payment in lieu of taxes agreements ("PILOT agreements"). The Director of the Mayor's Office of Economic and Community Development serves as the Executive Director of the IDB and negotiates PILOT agreements, presents to the Metropolitan Council for approval, and if approved, presents to the IDB for approval. The abatements, which may be as much as 100% of the standard real and/or personal property taxes, may be granted to any qualified business located within or relocating to property within the boundaries of the Metropolitan Government, making significant capital investments and retaining or increasing a significant number of full-time employees. Consideration is given on a case-by-case basis and includes analyses of job creation, economic impact, capital investment and wage rates.

A list of active PILOTs is set forth in Note 15 to the Annual Financial Reports attached hereto as **APPENDIX A**. The Metropolitan Government recognizes the assessed value real and personal property subject to a PILOT agreement, and PILOT payments are reflected in the Metropolitan Government's financial statements as if they were property taxes.

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Historical Property Tax Rate Adjustments

In the last 24 years, the Metropolitan Council has adjusted property tax rates on six occasions, in each case increasing the tax rate to generate additional tax revenues to satisfy increased budget demands. The following table identifies the year of the rate adjustment and the percentage increase in the GSD levy, the USD levy and the combined GSD/USD levy. The Metropolitan Government cannot predict whether the historical pattern of rate adjustments will continue. Any decision to increase or reduce taxes must be approved by the Metropolitan Council.

Year	GSD Adjustment	USD Adjustment	Combined GSD/USD Adjustment
1997	14.03%	18.75%	15.08%
1998	3.79	0.00	2.91
2001	26.69	12.16	23.78
2005	19.88	0.00	16.67
2012	13.48	8.77	12.83
2020	37.50	8.33	33.80

Adjustment of Property Tax Rates as a Result of Reappraisal

As described above, the Property Tax Act requires that property be reappraised every four years. The Property Tax Act further requires that the result of reappraisal be revenue neutral in the aggregate. As a result, upon the reappraisal of property within the Metropolitan Government, the property tax rate must be adjusted by the Metropolitan Council so that, when levied against the new aggregate assessed value of property within the Metropolitan Government, it generates revenues identical to the prior property tax rate, when levied against the prior aggregate assessed property value. Each of the last six reappraisals have resulted in a decrease in the tax rate as listed below, reflecting in each case a proportionate increase in aggregate appraised values. The next reappraisal year is in 2021.

As of the date hereof, a proposed combined certified tax rate of $3.288 for 2021 has been submitted to the State Board of Equalization for review. Pending anticipated approval, this rate would continue the trend outlined below, representing a 22.1% decrease in the preceding year's rate, the result of considerable value appreciation for the second consecutive reappraisal. This rate decrease ensures compliance with respect to the aforementioned requirement of revenue neutrality applicable to all existing taxable parcels within the Metropolitan Government. Excluded from this requirement is new construction, which preliminary 2021 reappraisal figures indicate continued growth.

Reappraisal Year	Combined GSD/USD Equalization Rate Adjustment
2001	(12.74)%
2005	(12.23)
2009	(11.94)
2013	(3.09)
2017	(30.1)
2021 (Proposed Rate)	(22.1)

Billing, Collection and Delinquencies

Property taxes are collected by the Metropolitan Trustee, which is the office established as the property tax collection agency for the Metropolitan Government under Tennessee law. The Metropolitan Trustee sends a tax bill to taxpayers on or before September 15 of each year. Property taxes must be paid before March 1 of the following year, after which they become delinquent. The Property Tax Act provides that delinquent property taxes are subject to a penalty of 0.5 percent and interest of 1 percent. These penalty and interest amounts are thereafter added to delinquent taxes on the first day of each succeeding month until the taxes are paid.

To aid in the collection of property taxes, the Property Tax Act imposes a lien on the property to secure payment of the tax. The lien for taxes becomes a first lien on the property as of January 1 of the tax year and takes priority over any pre-existing liens on the property, with the exception of pre-filed federal tax liens. The Property Tax Act authorizes the Metropolitan Government, approximately one year after delinquency, to file suit in chancery or circuit court to collect the delinquent property taxes, as well as the penalties, interest and costs of collection, including attorney's fees. The Property Tax Act also authorizes the Metropolitan Government, approximately two years after delinquency, to seize and sell property if the Metropolitan Government is unable to collect delinquent property taxes by other means. If the Metropolitan Government is unable to sell the seized property for an amount equal to the amount of delinquent taxes (including penalties, interest and expenses), then the Metropolitan Government is required to take ownership of the property. The Property Tax Act then requires the Metropolitan Government to arrange for the sale of the property. The sale price is required to be no less than the amount of delinquent taxes, unless the Metropolitan Government certifies that a sale on such terms is not feasible. The proceeds from the sale are first applied to the payment of delinquent taxes.

The Metropolitan Government's current policy is to sell delinquent real property taxes through a bid process on or about June 1 of the year after due (the agreement whereby the Metropolitan Government sells such delinquent real property taxes each year is referred to herein as the "Receivables Sale Agreement"). Under the terms of each Receivables Sale Agreement, the purchaser pays to the Metropolitan Government the purchase price and in return is entitled to all collections of delinquent real property taxes that are sold pursuant to that Receivables Sale Agreement. Historically, the purchase price paid to the Metropolitan Government has been at least 100% of the original amount of taxes due. It is likely that the Metropolitan Government will continue this policy and enter into subsequent and similar arrangements in the future. However, the Metropolitan Government can accept a purchase price of less than 100% of the original amount of tax due.

Statistical Data Regarding Property Tax Collections and Concentration

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
TEN-YEAR HISTORY OF ASSESSED VALUATION
(For the Fiscal Years Ended June 30, 2011 through June 30, 2020)

The following table illustrates a ten-year history of assessed property value for the Fiscal Years Ended June 30, 2011 through June 30, 2020 (with numbers expressed in thousands):

Fiscal Year Ended June 30	Total Assessed Value (USD/GSD)	Growth (Decline) from Prior Year
2011	$19,208,515	(0.1)
2012	19,104,264	(0.5)
2013	19,160,523	0.3
2014	20,209,537	5.5
2015	20,376,059	0.8
2016	20,742,695	1.8
2017	21,314,821	2.8
2018	31,144,615	46.1
2019	32,220,800	3.5
2020	33,015,683	2.5

Source: The Metropolitan Government of Nashville and Davidson County

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
PRINCIPAL PROPERTY TAXPAYERS
(For the Fiscal Year Ended June 30, 2020)

The following table illustrates information concerning the ten largest property taxpayers of the Metropolitan Government for the Fiscal Year Ended June 30, 2020.

TAXPAYERS	2019 ASSESSED VALUATION	AMOUNT OF TAX	% OF TOTAL TAX LEVY
Electric Power Board [1]	$ N/A	$29,227,916	2.89%
RHP Hotels Inc./Gaylord	91,292,170	13,002,587	1.29
Columbia/HCA	352,872,410	11,307,111	1.12
AT&T Telephone/BellSouth	182,953,182	5,789,310	0.57
The Mall at Green Hills	175,291,748	5,530,455	0.55
Highwoods Properties	170,268,868	5,453,735	0.54
Vanderbilt	161,095,442	5,078,113	0.50
Opry Mills Mall	144,339,743	4,553,919	0.45
Mid-America Apartments	138,250,729	4,149,934	0.41
Piedmont Natural Gas	131,216,936	3,961,559	0.39
TOTALS	**$1,547,581,228**	**$88,054,639**	**8.71%**

(1) As described above, the amount of tax for the Electric Power Board represents a payment in lieu of taxes and is not based on an assessed valuation.

Source: The Metropolitan Government of Nashville and Davidson County Tax Assessor's Office and Trustee Office.

Sales Tax

A local option sales tax is collected at the rate of 2-1/4% on all sales of tangible personal property and certain services, except for sales of certain energy sources and other limited exemptions. This local option sales tax is currently levied, in accordance with State law, only on the first $1,600 of a transaction.

Other Taxes, Licenses, and Permits

This category includes charges for licenses and permits issued by departments, agencies, boards and commissions of the Metropolitan Government. Also included is the Hotel/Motel Tax, which is assessed against the gross receipts of hotels and motels within the Metropolitan Government, based on occupancy. Currently, there is a 6% tax levied by Metropolitan Council ordinance. Half of the revenues derived from such tax are required to be allocated to the Convention Center Authority for payment of its bonds. Two percent of the remaining three percent is required to be appropriated for tourist promotion, and the one percent balance is allocated to the general fund.

Also included in this category is the Hall income tax, which is a six-percent tax on income derived from dividends on stock and interest on bonds. The Tennessee General Assembly has taken legislative action to phase-out the Hall income tax by January 1, 2021, by reducing the tax by one percent per year. Because three-eighths of the proceeds derived from the Hall income tax is distributed to local governments, the reduction and elimination of the Hall income tax will reduce and eliminate a source of income for the City. The Metropolitan Government collected approximately $8.6 million from the Hall income tax for the Fiscal Year ended June 30, 2020.

Fines, Forfeits and Penalties

This category includes collections of obligations imposed by the courts, law enforcement and agencies charged with the care of prisoners.

Revenue from Use of Money or Property

This category includes interest on investments, rentals and commissions for use of Metropolitan Government property or rights.

Revenue from Other Governmental Agencies and Contributions and Gifts

Under this revenue category are payments to the Metropolitan Government by other public divisions (Federal, State of Tennessee or other governmental units or agencies) and gifts or donations received from individuals or citizens groups.

Charges for Current Services

These are fees and charges for activities and services provided by agencies of the Metropolitan Government.

Other Revenue Sources

Includes (i) commissions and fees collected by certain officials for certain activities of the Metropolitan Government; (ii) proceeds from confiscation of property; (iii) compensation for loss, sale or damage to property; and (iv) miscellaneous.

Transfers In

Transfers are attributable to the budgeted allocation of resources from one fund to another for items such as the general fund's portion of hotel occupancy taxes, debt service requirements, and indirect cost recovery.

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EXPENDITURES

Overview

As a metropolitan government under Tennessee law, the Metropolitan Government must provide the services typically provided by cities, counties and school districts. Public services include police, fire and public safety, mental health and other social services, courts, jails, and juvenile justice, secondary education, public works, streets and transportation, construction of all public buildings and facilities, parks and recreation, libraries and cultural facilities and events, and zoning and planning. The tables on pages B-4 through B-6 highlight the amounts of costs and services funded from the three major tax-supported operating funds.

Public Employees and Employees' Costs

Employee costs account for approximately fifty-nine percent (59%) of all General Fund expenditures.

As of June 30, 2020, the Metropolitan Government, and the Metropolitan Board of Education (the "MBE") employed approximately 19,352 persons full time of whom approximately 9,891 worked full-time for the MBE and 8,984 worked full-time for the Metropolitan Government. Approximately 1,065 (86%) of the uniformed personnel of the Fire Department are members of Local No. 140 of the International Association of Firefighters. The Police Department has 1995 active employees, of which 1494 are sworn personnel. Approximately 1240 sworn officers (or 83%) of the Police Department belong to the Fraternal Order of Police, Andrew Jackson Lodge No. 5, the designated employee representative. Of those employed by the MBE, approximately 1784 (or 24%) of the teaching employees are members of the Metropolitan Nashville Education Association (the "MNEA"); 758 (or 17%) of the remaining non-teaching employees are members of the Service Employees International Union; and 106 (or 3%) are in the Steel Workers Union.

The MBE is a party to a Memorandum of Understanding with the MNEA which is renewed annually. The Metropolitan Government confers on an informal basis with representatives of employee unions mentioned above concerning employees' working conditions within their respective departments.

With the exception of schoolteachers covered specifically by the Education Professional Negotiation Act, which provides for memoranda of understanding, the State does not recognize collective bargaining agreements between municipalities and their employees. The State courts have ruled that collective bargaining between municipalities and their employees are void and of no effect because they are contrary to public policy. The State courts have also ruled that strikes by municipal employees are illegal and subject to injunction.

Pension Plan Overview

Metro employees participate in one of three main pension plan groups:

1. Metro Active Plans
2. Tennessee Consolidated Retirement System (TCRS) for Metro Schools Certificated Employees (Teachers)
3. Closed Plans maintained under the Guaranteed Payment Program

The Metro Active Plans consist of two divisions – A and B. Division A was established at the inception of the Government on April 1, 1963 and implemented on November 4, 1964. At that time, all employees of the former city and county governments were given the option of continuing as participants of the pension plans of those organizations or transferring to the Metro Plan Division A. Division A of the Metro Plan was closed to new members on July 1, 1995.

On July 1, 1995, Division B of the Metro Active Plans was established for all non-certified employees of the Metropolitan Nashville Public Schools and all other Metropolitan Government employees. Metropolitan Government employees who were members of Division A were given the option to transfer to Division B as of July 1, 1996. At that time, 95% of the approximately 11,300 employees elected to transfer to Division B.

The Metro Active Plan Division B is a non-contributory, defined benefit plan, covering approximately 11,800 current employees and 12,800 retired and deferred vested employees. The Active Plan covers all employees of the Metropolitan Government other than teachers. Contributions attributable to employees of the general government (approximately 75% of total) are funded from the Metropolitan Government's operating fund and revenues. The balance of contributions (approximately 25%) is attributable to Metropolitan Government employees at enterprise funds and other non-operating funded agencies of the Metropolitan Government (e.g. contributions for water and sewer department employees and funded from water and sewer revenues).

Metropolitan Nashville Public School's (MNPS) teachers participate in the State Employees, Teachers, and Higher Education Employees' Pension Plan (SETHEEPP), a cost-sharing multiple-employer, contributory, defined benefit plan administered by the Tennessee Consolidated Retirement System (TCRS). Approximately 7,600 current teachers and retired teachers are covered by TCRS. TCRS issues a publicly available financial report that includes financial statements and required supplementary information for the SETHEEPP. That report may be obtained by writing to the Tennessee Treasury Department, Consolidated Retirement System, 10th Floor Andrew Jackson Building, Nashville, Tennessee 37243-0230 or can be accessed at www.tn.gov/treasury/tcrs.

The TCRS employer contribution rate is established at an actuarially determined rate and set every two years by the TCRS Board of Trustees. MNPS is required to make contributions based on the established rate directly to TCRS. The Metropolitan Government funds this contribution from its operating funds and revenues, through its annual funding of MNPS's education budget. The employer rate for the Fiscal Years ending June 30, 2020 and June 30, 2019, were 10.60% and 10.46%, respectively, of annual covered payroll. The employer's contributions to TCRS for the Fiscal Years ending June 30, 2020 and June 30, 2019, were $26,170,227 and $26,954,693, respectively, equal to the required contributions for each year. Teachers are required by Tennessee law to contribute five percent (5%) of their salary to the plan.

The Closed Plans are defined benefit plans collectively covering one active employee and approximately 1,400 retired employees. Contributions to the Closed Plans are funded from the Metropolitan Government's operating fund through the Guaranteed Payment Plan and contributions from the State of Tennessee.

Metro Active Plan

Benefits

Normal retirement for employees other than police officers and fire fighters occurs at the unreduced retirement age which is the earlier of (a) the date when the employee's age plus the competed years of credited employee service equals 85, but not before age 60; and (b) the date when the employee reaches age 65 and completes 5 years of credited employee service. The lifetime annual benefit is calculated as 1.75% X final average earnings X years of credited service. Final average earnings are the highest 60 consecutive months of credited service divided by 5. Benefits fully vest on completing 5 years of service. Employees with a date of hire on or after July 1, 2013 will become fully vested on completing 10 years of service.

Normal retirement for police officers and fire fighters occurs any time after attaining the unreduced retirement age which is the date when the employee's age plus completed years of credited police and fire service equals 75, but not before age 53 nor after age 60. The lifetime annual benefit is the sum of 2% of final average earnings X years of credited police and fire service up to 25 years; plus 1.75% of final average earnings X year of credited police and fire service over 25 years Final average earnings is the highest 60 consecutive months of credited service divided by 5. Benefits fully vest upon completing 5 years of service. Employees with a date of hire on or after July 1, 2013 will become fully vested on completing 10 years of service.

An early retirement pension is available for retired employees if the retirement occurs prior to the eligibility of normal retirement but after age 50 (45 for police and fire) and after the completion of 10 years credited employee service. Benefits are reduced by 4% for each of the first 5 years by which the retirement date precedes the normal retirement age, and by 8% for each additional year by which the retirement date precedes the normal retirement age.

Any employee who terminates after completion of required years of service to be vested and before eligibility for normal or early retirement is eligible to receive a monthly deferred pension commencing on the first day of the month following the attainment of unreduced retirement age computed and payable in accordance with the plan.

Funding

Minimum Required Employer Contribution: The Metropolitan Code of Ordinance requires the Metropolitan Government to contribute to the Metro Active Plans each fiscal year an amount equal to a percentage of the annual payroll of members who are eligible employees and who are covered for pension benefits the percentage to be known as the "employer contribution rate." The employer contribution rate applicable for any fiscal year is determined by resolution of the benefit board at a public meeting held at least four months prior to the beginning date of such fiscal year and filed with the Metropolitan Clerk and must be no less than the smaller of (1) three-tenths of one percent plus the employer contribution rate applicable to the prior fiscal year, or (2) an employer contribution rate, which shall be the ratio of the actuarially determined contribution level to the amount of the valuation payroll, on the basis of an actuarial valuation of the system made as of the last day of the fiscal year preceding the adoption of the contribution rate. The actuarially determined contribution level equals the sum of normal cost and a percentage of unfunded past service liabilities, such percentage to be determined by the board at a level at least equal to the actuarial valuation interest rate. The actuarial valuation must be made by a qualified or accredited actuary according to accepted and sound actuarial principles and methods and based on actuarial assumptions which have been recommended by the actuary and approved by the Benefit Board.

Historic Employer Contribution: Metro has historically made employer contributions at a rate higher than the minimum required contribution. Metro's policy has been to make annual contributions to the Active Plans equal to the actuary's recommended rate, sufficient to amortize the unfunded liability over the 40-year period commencing in 1978. Beginning with the plan year ended June 30, 2006, the Benefit Board adopted a level unfunded liability amortization period of 15 years. The level amortization period is designed to reduce contribution volatility compared with a continuing decline in the amortization period. The chart below shows the annual employer contribution rate (in both percentage of employee salary and aggregate dollar terms) for the past 10 years. The employer contribution rate for fiscal year 2018-2019 is 12.340%. The contribution rate for 2019-2020 is 12.340%. Factors affecting the reduction in the contribution rate are investment returns, compensation increases were less than expected, and COLA adjustments were less than projected.

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
HISTORICAL METRO CONTRIBUTIONS
METRO ACTIVE PLAN
(For the Fiscal Years Ended June 30, 2011 through June 30, 2020)

Fiscal Year Ending June 30	Contribution Rate	Contribution Amount
2020	12.340%	$78,632,924
2019	12.340	77,242,171
2018	12.340	76,539,373
2017	12.340	73,868,818
2016	15.510	85,676,490
2015	17.987	94,045,896
2014	17.117	87,643,045
2013	15.938	82,653,128
2012	15.416	81,636,995
2011	15.416	81,502,645

Source: The Metropolitan Government of Nashville and Davidson County.

Key Actuarial Assumptions: Current actuarial assumptions include a discount rate of 7.5%, cost-of-living adjustments (COLA) of 2.50% for Division A and 1.50% for Division B, salary increases averaging 4.0% annually and five year smoothing of gains and losses, and an inflation rate of 2.60%.

Schedule of Funding Progress

Effective June 30, 2014, the Metropolitan Government adopted GASB Statement No. 68, which revised the calculation and financial statement disclosure regarding the liability related to pensions. The table below illustrates a history of funding progress based on the Metropolitan Government's net pension liability.

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
OPEN PENSION PLAN; SCHEDULE FUNDING PROGRESS
For the Fiscal Years Ended June 30, 2016 through June 30, 2020
(Amounts in Thousands)

Fiscal Year Ending	Total Pension Liability	Plan Fiduciary Net Position	Net Pension Liability	Plan Fiduciary Net Position as a Percentage of Total Pension Liability	Covered Payroll	Net Pension Liability as a Percentage of Covered Payroll
June 30, 2016	2,909,545	2,688,227	221,318	92.39%	531,267	41.66%
June 30, 2017	3,009,103	2,968,259	40,844	98.64%	538,699	7.58%
June 30, 2018	3,198,180	3,116,572	81,608	97.45%	577,129	14.14%
June 30, 2019	3,377,509	3,254,984	122,525	96.37%	623,435	19.65%
June 30, 2020	3,489,331	3,272,530	216,801	93.79%	638,021	33.98%

Source: The Metropolitan Government of Nashville and Davidson County.

TCRS

Closed TCRS Plan for employees hired on or before June 30, 2014.

Benefits

TCRS provides retirement benefits as well as death and disability benefits. Benefits are determined by a formula using the member's high five-year average salary and years of service. Members become eligible to retire at the age of 60 with five years of service or at any age with 30 years of service. A reduced retirement benefit is available to vested members at the age of 55. Disability benefits are available to active members with five years of service who become disabled and cannot engage in gainful employment. There is no service requirement for disability that is the result of an accident or injury occurring while the member was in performance of duty. Members joining the system after July 1, 1979 become vested after five years of service and members joining prior to July 1, 1979 were vested after four years of service. The plan was closed to new members on June 30, 2014. Benefit provisions are established in state statue found in Title 8, Chapter 34-37 of the Tennessee Code Annotated (TCA). State statutes are amended by the Tennessee General Assembly.

Funding Sources

Teachers contribute five percent of their salaries, and the Metropolitan Government, via funding of the school budget, contributes an amount equal to the percentage of certified payroll set by the TCRS each year. The certified percentage results from a bi-annual TCRS actuarial report and equals normal cost, accrued liability cost and administrative costs (minus teacher contributions).

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
PROPORTIONATE SHARE OF NET PENSION LIABILITY (ASSET)
CLOSED TCRS PLAN [(1)]
For the Plan Years Ended June 30, 2015 through June 30, 2019
(Amounts in Thousands)

Plan Year Ending	Metro's Proportion of Net Pension Liability (Asset)	Metro's Proportionate Share Of Net Pension Liability (Asset)	Metro's Covered Payroll	Metro's Proportionate Share of Net Pension Liability (Asset) As Percentage of Covered Payroll	Plan Fiduciary Position as a Percentage of Total Pension Liability
June 30, 2015	8.49%	3,477	317,727	1.09%	99.81%
June 30, 2016	8.30%	51,891	299,733	17.31%	97.14%
June 30, 2017	-8.14%	(2,664)	288,102	-0.92%	100.14%
June 30, 2018	-7.98%	(28,078)	279,409	-10.05%	101.49%
June 30, 2019	-7.68%	(79,016)	257,691	-30.66%	104.28%

[(1)] The plan measurement date is the end of the prior fiscal year.

Source: The Metropolitan Government of Nashville and Davidson County.

Open TCRS defined benefit plan and defined contribution plan for employees hired on or after July 1, 2014

<u>Benefits</u>

Employees hired on or after July 1, 2014 became members of a new plan that consists of two components, a defined benefit plan and a defined contribution plan. TCRS members in the defined benefit plan are eligible to retire either at the age of 65 and vested with five years of service or under the rule of 90 where a combination of age and service credit totals 90. An actuary reduced benefit is available at age 60 or the rule of 80. Disability benefits are available after five years of service for those who become disabled and cannot engage in gainful employment. Benefits are determined by a formula using the member's high five-year average salary and years of service. TCRS members in the defined contribution plan elect to participate in the Optional Retirement Program. Members are immediately vested in employer and employee contributions. Members make the determination as to how the employer contributions made on their behalf are invested. Members can choose among a variety of investment products. Benefit provisions are established in state statue found in Title 8, Chapter 34-37 of the Tennessee Code Annotated. Tennessee statutes are amended by the Tennessee General Assembly.

The maximum employer pension cost is a total of nine percent of salary for both the defined benefit plan and the defined contribution plan. Employer contributions to the defined benefit plan will be 4% of salary and employer contributions to the defined contribution plan will be five percent of salary.

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
PROPORTIONATE SHARE OF NET PENSION LIABILITY (ASSET)
OPEN TCRS PLAN
For the Fiscal Years Ended June 30, 2015 through June 30, 2019
(Amounts in Thousands)

Plan Year Ending	Metro's Proportion of Net Pension Liability (Asset)	Metro's Proportionate Share Of Net Pension Liability (Asset)	Metro's Covered Payroll	Metro's Proportionate Share Of Net Pension Liability (Asset) as Percentage of Covered Payroll	Plan Fiduciary Position as a Percentage of Total Pension Liability
June 30, 2015	-14.13%	(569)	29,367	-1.94%	127.46%
June 30, 2016	-12.73%	(1,325)	56,003	-2.37%	121.88%
June 30, 2017	-12.27%	(3,238)	80,335	-4.03%	126.81%
June 30, 2018	-11.58%	(5.253)	101,221	-5.19%	126.97%
June 30, 2019	-10.65%	(6,010)	112,675	-5.33%	123.07%

Source: The Metropolitan Government of Nashville and Davidson County.

Annual Contributions

Required TCRS contributions for the closed plan in 2019 and 2020 were 10.46% and 10.60% of covered payroll, or $26,954,693 and $26,170,227. Required TCRS contributions for the open plan in 2019 and 2020 were 1.94% and 2.03% of covered payroll, or $2,185,885 and $2,660,029.

Additional Information

Additional information about TCRS can be accessed at: https://treasury.tn.gov/Retirement/Boards-and-Governance/Reporting-and-Investment-Policies.

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Closed Plans – Guaranteed Payment Plan

The Metropolitan Council created the Guaranteed Payment Plan effective July 1, 2000 to ensure actuarially sound funding for a group of five closed plans supervised by the Metro Benefit Board and the Board of Education. Under the Guaranteed Payment Plan, unfunded liabilities of the aggregate plan are amortized over a period of no more than thirty years beginning with the effective date. Payments for each constituent plan are transferred to a payment account from which distributions are disbursed to the constituent plans as necessary to satisfy current benefit needs and funding objectives of the Guaranteed Payment Plan. Appropriations made by Metro and the Board of Education to fund obligations of the aggregate plan may not be reduced until all plan obligations are fully amortized. Plan improvements adopted subsequent to inception are to be funded over a period ending June 30, 2030.
The five plans included in the Guaranteed Payment Plan are:

1. Metropolitan Board of Education Teacher Retirement Plan
2. Davidson County Board of Education Retirement Plan
3. Nashville City Teachers Retirement Plan
4. Former Davidson County Pension System
5. Former City of Nashville Pension System

Current Funded Status

The table below provides a description of the status of the funding of the Metropolitan Government's Closed Plans. This information was previously presented on an actuarial basis. As a result of GASB Statement No. 68, this table is now and will in the future be presented on the basis of the plan's net position and net pension liability.

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
CLOSED PENSION PLANS
SCHEDULE FUNDING PROGRESS
For the Fiscal Year Ended June 30, 2020
(Amounts in Thousands)

Teachers and Employees	Total Pension Liability	Plan Fiduciary Net Position	Net Pension Liability	Plan Fiduciary Net Position as a Percentage of Total Pension Liability
Metro Teachers	$228,799	$117,451	$111,348	51.33%
County Teachers	25,504	1,178	24,326	4.62%
City Teachers	12,116	963	11,153	7.95%
City Employees	24,671	-	24,671	0.00%
County Employees	5,301	-	5,301	0.00%

Source: The Metropolitan Government of Nashville and Davidson County.

Historical Contributions

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
CONTRIBUTIONS
METRO CLOSED PLANS
(For the Fiscal Years Ended June 30, 2011 through June 30, 2020)

Fiscal Year Ending June 30	Metro Contributions	State Contributions
2020	$33,570,400	$13,341,332
2019	33,577,399	14,096,974
2018	33,486,419	14,782,460
2017	33,490,352	15,484,346
2016	33,493,456	16,200,749
2015	33,524,016	16,902,423
2014	33,512,358	17,593,670
2013	33,521,052	18,130,962
2012	33,520,844	18,769,087
2011	33,529,553	19,333,186

Source: The Metropolitan Government of Nashville and Davidson County.

Additional statistical information for the Closed Plans can be found in the Metropolitan Government's Comprehensive Annual Financial Report, a link to which is included in this Official Statement attached as **APPENDIX A**.

Other Post-Employment Benefits

The Metropolitan Government currently provides various other post-employment benefits ("OPEB") other than pensions, with healthcare representing the most significant portion of the OPEB cost. For any retiree in the Metro, City or County Plan who elects to participate in the Metro Medical Benefit Plan, the Metropolitan Government contributes 75% of all premium payments, and the retiree contributes 25%. For employees hired July 1, 2013 or later, the Metropolitan Government contribution is based on years of service and ranges from 25% for a retiree with less than 15 years of service to 75% for a retiree with 20 or more years of service. On July 1, 2014, the Metropolitan Government implemented a Medicare Part D or Employer Group Waiver Plan for eligible retirees that are expected to reduce OPEB liability. Funding is on a pay-as-you-go basis under which payments are made in amounts sufficient to cover benefits paid, administrative costs and anticipated inflationary increases. The Metropolitan Government also provides a matching contribution on dental insurance for any retiree who elects to participate and provides life insurance at no charge. During the Fiscal Year ended June 30, 2020, contributions totaled $58,940,981.

For any retiree in the Metro, City or County Education Plans who elects to participate in the medical and dental insurance plans of the Metropolitan Nashville Public Schools, Schools contribute 75% of all premium payments with the retiree contributing the remaining 25%. Funding is on a pay-as-you-go basis under which payments are made in amounts sufficient to cover benefits paid. During the Fiscal Year ended June 30, 2020, contributions totaled $20,687,829.

The Metropolitan Government adopted GASB Statement No. 45, Accounting and Financial Reporting by Employers for Post-Employment Benefits Other Than Pensions, in Fiscal Year 2008. This Statement addresses how governments should account for and report their costs and obligations related to post-employment healthcare and other non-pension benefits; it does not require that the liability be funded.

For June 30, 2020, amounts related to OPEB were (all amounts in thousands):

	Metro Plan	**School Plan**
Total OPEB Liability	$3,064,107	$1,196,938
Covered Payroll	567,220	314,458
Total OPEB Liability as a % of Covered Payroll	540.20%	380.64%

The key assumptions used in developing these amounts include:

- Current level of benefits provided
- June 30, 2020 valuation and measurement date
- Discount Rate: 2.66%
- Administrative fees: 5.00% per annum
- Health care cost trend rate: 7.5% graded down to 6.75% for medical expenses and prescription drugs, 4% each year for dental and vision expenses

New Developments in State Law and Reporting

Under current Tennessee law and except as described below, the Metropolitan Government is generally not permitted to change the terms of a pension plan to reduce an accrued benefit, or the right to accrue future benefits, of any participant who is eligible to receive benefits under the plan (i.e., any vested participant) unless that participant consents to the decrease or reduction in benefits. However, a pension plan can be amended so as to exclude new employees. In addition, "The Public Employee Defined Benefit Financial Security Act of 2014" (the "2014 Act"), was signed into law by the Governor of Tennessee on May 22, 2014. The 2014 Act provides that for all affected employees of any political subdivision (such as the Metropolitan Government) hired on or after the effective date of the 2014 Act, the political subdivision may freeze, suspend or modify benefits, employee contributions and plan terms and design on a prospective basis (except as to those employees employed prior to the effective date of the 2014 Act where applicable law provides otherwise).

The 2014 Act also requires each political subdivision which provides its own defined benefit plan (such as Metro's Active Plans and Closed Plans) to annually make a payment to its pension plan of no less than 100% of the actuarially-determined contribution that incorporates both the normal cost of benefits and amortization of the pension plan's unfunded accrued liability, if any. As described herein, the Metropolitan Government has historically funded at least 100% of the actuarially-determined contribution. The Metropolitan Government is in compliance with the 2014 Act and does not anticipate that continued compliance will materially affect the financial condition of the Metropolitan Government.

INVESTMENT POLICY

The Metropolitan Council has approved a comprehensive Investment Policy governing the overall administration and investment management of those funds held in the Short-Term Investment Portfolio. The policy applies to all short-term financial assets of the Metropolitan Government from the time of receipt until the time the funds ultimately leave the Metropolitan Government accounts. These assets include, but are not limited to, all operating funds, bond funds, debt service reserve funds, water and sewer funds, USD and GSD funds, those pension monies not yet allocated to money managers, all float and certain school funds.

The Short-Term Investment Portfolio of the Metropolitan Government is managed to accomplish the following hierarchy of objectives:

1. Preservation of principal

2. Maintenance of liquidity

3. Maximize returns

The Cash Investment Committee meets periodically to review the position of the portfolio and to discuss investment strategies. The Committee reviews investment policy and procedures at least once each year. The Metropolitan Treasurer is responsible for the investment process, carries out the daily operational requirements, and maintains written administrative procedures for the operation of the investment program that are consistent with the Investment Policy.

The Metropolitan Investment Pool has been established to meet investment objectives in the most cost-effective way. All payments and receipts of income on pool investments are allocated on a pro rata basis among the accounts invested in the pool on the daily invested balance in each fund. Earnings are calculated and distributed on a monthly basis.

CAPITAL FINANCING AND BONDS

Capital Improvements Budget Process

The Charter requires the Metropolitan Government to annually prepare a five-year capital improvements budget. The Mayor submits to the Metropolitan Council the capital improvements budget, based on information from all officers, departments, boards, commissions and other agencies requesting funds from the Metropolitan Government for capital improvements, and recommends those projects to be undertaken during the ensuing fiscal year and the method of financing them. The Mayor's recommendation notes the impact of proposed projects on the debt structure of the Metropolitan Government and includes in the appropriate current operating budget any projects to be financed from current revenues for the ensuing fiscal year.

The Metropolitan Council has the power to accept, with or without amendment, or reject, the proposed program and proposed means of financing. The Metropolitan Council cannot authorize an expenditure for the construction of any building, structure, work or improvement, unless the appropriation for such project is included in its capital improvements budget, except to meet a public emergency threatening the lives, health or property of the inhabitants, when passed by two-thirds vote of the membership of the Metropolitan Council.

Current Capital Improvements Budget

The following information identifies recommended capital projects in the 2020-2021 Capital Improvements Budget, which are given priority for funding by the Mayor and the Metropolitan Council for Fiscal Year 2021 and the following five fiscal years.

The water and sewer improvements listed on the following page include both water and sewer system projects and stormwater projects. Water and sewer improvements will be funded from water and sewer system revenues and/or proceeds from water and sewer system revenue bonds. Stormwater improvements would be funded with general obligation bonds but would be additionally payable from stormwater fees, which are set at rates sufficient to provide for the payment of a significant portion of stormwater-related debt service.

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THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
CAPITAL IMPROVEMENTS BUDGET – FINAL – BY AGENCY
FISCAL YEAR 2020-2021 TO FISCAL YEAR 2025-2026

DEPARTMENTS	Fiscal Year 2020-2021	Total % of Fiscal Year 2020-2021	Fiscal Year 2021-2022	Fiscal Year 2022-2023	Fiscal Year 2023-2024	Fiscal Year 2024-2025	Fiscal Year 2025-2026	Total	Total % of Fiscal Year 2021-2026
Agricultural Extension	$222,000	0.005%						$222,000	0.002%
Arts Commission	3,835,000	0.084%	$3,560,000	$1,550,000				8,945,000	0.067%
Council Office	1,019,104,200	22.262%	54,148,000			$465,000		1,073,717,200	8.094%
District Attorney	6,542,300	0.143%						6,542,300	0.049%
Farmers Market	4,250,000	0.093%						4,250,000	0.032%
Finance	78,476,000	1.714%	10,192,500					88,668,500	0.668%
Fire Department	90,750,000	1.982%	30,500,000	30,500,000	$31,000,000			182,750,000	1.378%
General Services	680,450,000	14.864%	46,000,000	36,000,000	13,000,000	13,000,000		788,450,000	5.943%
Health Department	1,000,000	0.022%						1,000,000	0.008%
Historical Commission	160,000	0.003%						160,000	0.001%
Information Technology Services	45,042,000	0.984%	2,819,000	3,751,000	4,791,000	3,177,000		59,580,000	0.449%
MDHA	60,900,000	1.330%	36,000,000	38,800,000	35,000,000	35,000,000	$35,000,000	240,700,000	1.814%
Metro Action Commission	22,350,000	0.488%	27,742,500					50,092,500	0.378%
MNPS (Schools)	749,872,500	16.380%	613,695,400	605,956,100	694,815,300	1,002,347,300	858,646,100	4,525,332,700	34.112%
MTA	25,414,000	0.555%	26,633,000	19,431,000	79,657,000	19,100,000	2,000,000	172,235,000	1.298%
Municipal Auditorium	12,600,000	0.275%						12,600,000	0.095%
Parks & Recreation	692,170,000	15.120%	278,485,000	277,980,000	277,880,000	277,980,000	277,980,000	2,082,475,000	15.697%
Planning	3,500,000	0.076%	300,000	300,000	300,000	300,000	300,000	5,000,000	0.038%
Police	110,655,000	2.417%						110,655,000	0.834%
Public Library	108,245,400	2.365%	48,733,300	74,092,100	81,240,700	70,286,500	86,652,000	469,250,000	3.537%
Public Defender	4,907,000	0.107%						4,907,000	0.037%
Public Works - GSD / USD	237,053,300	5.178%	198,769,800	164,107,400	156,598,100	158,659,800	3,000,000	918,188,400	6.921%
Sports Authority	50,000,000	1.092%						50,000,000	0.377%
Fairgrounds Nashville (State Fair)	75,000,000	1.638%						75,000,000	0.565%
Water & Sewer - GSD	370,395,000	8.091%	171,480,000	475,705,000	327,525,000	115,735,000	74,485,000	1,535,325,000	11.573%
Water & Sewer - USD	124,950,000	2.729%	155,700,000	136,195,000	136,910,000	132,795,000	113,690,000	800,240,000	6.032%
TOTALS	**$4,577,843,700**	**100.000%**	**$1,704,758,500**	**$1,864,367,600**	**$1,838,717,100**	**$1,828,845,600**	**$1,451,753,100**	**$13,266,285,600**	**100.000%**

Source: The Metropolitan Government of Nashville and Davidson County.

General Obligation Commercial Paper and Bonds

The Metropolitan Government typically funds general governmental capital projects through draws on its general obligation commercial paper programs, which consist of: (i) up to $375 million of notes for which liquidity support is provided by JPMorgan Chase Bank, and (ii) up to $325 million of extendable notes for which there is no liquidity provider. The Metropolitan Government routinely issues long-term general obligation bonds to retire commercial paper.

Tennessee law does not impose any limit on the amount of general obligation bonds that may be issued by Tennessee local governments, including the Metropolitan Government, and, except as follows, no voter referendum is required for a Tennessee local government to issue general obligation bonds. Tennessee law does require that a local government's issuance of general obligation bonds (other than for school projects) be preceded by the adoption and publication of a resolution evidencing the local government's intent to issue general obligation bonds. If 10% of the voters of the local government sign a petition protesting the issuance of the general obligation bonds, the bonds may not be issued until the proposed bond issue has been approved by voter referendum.

Debt Calculations

The tables set forth on the following pages only reflect the Metropolitan Government's long-term general obligation bonded indebtedness as of June 30, 2020, including the Metropolitan Government's District Energy System Revenue and Tax Refunding Bonds, Series 2012A (the "DES Bonds"). These tables do not reflect:

(1) the issuance on February 18, 2021 of the Metropolitan Government's General Obligation Refunding Bonds, Series 2021A and 2021B or the debt service savings to be realized thereby;

(2) the issuance of the Metropolitan Government's $571,725,000 General Obligation Improvement Bonds, Series 2021C (the "Series 2021C GO Bonds");

(3) approximately $50 million in outstanding principal amount of commercial paper that will remain outstanding following the issuance of the Series 2021C GO Bonds;

(4) the Metropolitan Government's obligations under any tax anticipation notes (See "CURRENT FINANCIAL CONDITIONS");

(5) the Metropolitan Government's obligations to the Tennessee State School Bond Authority (the "TSSBA") with respect to approximately $24 million of outstanding Qualified Zone Academy Bonds and Qualified School Construction Bonds issued by the TSSBA;

(6) obligations of the Metropolitan Government which are payable solely from the revenues of one or more utility systems (i.e. water, sewer and electric);

(7) obligations of the Metropolitan Government's Airport Authority, which are payable solely from revenues of airport operations;

(8) tax increment financing obligations of the Metropolitan Development and Housing Agency and the Metropolitan Government's Industrial Development Board, which are described in further detail below; or

(9) obligations of the Metropolitan Government's Sports Authority and Convention Center Authority, which are described in further detail below.

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
COMPUTATION OF NET GENERAL OBLIGATION DEBT
(For the Fiscal Year Ended June 30, 2020)

Gross General Obligation Debt	
General Obligation Bonds Payable	
General Services District:	
For School Purposes	$ 891,833,708
For General Purposes	1,831,531,122
Urban Services District:	
For General Purposes	206,900,170
Total Gross General Obligation Debt	**$2,930,265,000**
Less:	
Amounts Available In Debt Service Funds	
General Services District:	
For School Purposes	$16,355,178
For General Purposes	17,048,874
Urban Services District:	
For General Purposes	911,699
Total Amounts Available In Debt Service Funds	**$34,315,751**
Net General Obligation Debt	**$2,895,949,249**

Source: The Metropolitan Government of Nashville and Davidson County Comprehensive Annual Financial Report 2020.

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
DEBT RATIOS
(As of June 30, 2020)

	Debt to Estimated Market Value [(a)]	Debt to Assessed Value [(b)]	Debt per capita [(c)]
TOTAL DEBT	2.36%	8.88%	$4,138.55
NET DEBT	2.34%	8.77%	$4,090.09

(a) 2019 Estimated Market Value – ($123,954,384,027).
(b) 2019 Assessed Value – ($33,015,682,636).
(c) Population of Nashville and Davidson County, Tennessee, United States Census Bureau, Population Estimates Program 2020 – (694,144).

Source: The Metropolitan Government of Nashville and Davidson County Comprehensive Annual Financial Report 2020.

HISTORICAL DEBT RATIOS

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
HISTORICAL DEBT RATIOS
For the Fiscal Years Ended June 30, 2011 through June 30, 2020
(Dollar Amounts, other than Net Debt Per Capita, Expressed in Thousands)

The following table illustrates certain debt ratios for the past ten fiscal years.

Fiscal Year	Population	Estimated Market Valuation	Assessed Valuation	Gross Debt	Debt Service Monies Available	Net Debt	Ratio of Net Debt to Market Valuation	Ratio of Net Debt to Assessed Valuation	Net Debt Per Capita
2010-2011	626,681	63,280,838	19,208,515	1,895,530	37,955	1,857,575	2.94	9.67	2,964.15
2011-2012	635,475	63,127,519	19,104,264	1,923,680	29,168	1,894.512	3.00	9.92	2,981.25
2012-2013	648,295	63,259,449	19,160,523	2,323,100	37,330	2,285,770	3.61	11.93	3,525.82
2013-2014	658,602	65,810,055	20,209,537	2,227,730	21,554	2,206,176	3.35	10.92	3,349.79
2014-2015	668,347	66,270,673	20,376,059	2,124,090	28,090	2,096,000	3.16	10.29	3,136.10
2015-2016	678,889	67,533,296	20,742,695	2,364,890	22,283	2,342,607	3.47	11.29	3,450.65
2016-2017	684,410	78,262.509	21,314,821	2,689,195	20,675	2,668,520	3.41	12.52	3,899.01
2017-2018	691,243	99,659,583	31,144,615	2,550,045	10,851	2,539,194	2.55	8.15	4,103.65
2018-2019	692,587	102,919,516	32,220,800	3,112,175	17,953	3,094,222	3.01	9.60	4,933.86
2019-2020	708,041	123,954,384	33,015,683	2,930,265	34,316	2,895,949	2.34	8.77	4,497.74

Source: The Metropolitan Government of Nashville and Davidson County Comprehensive Annual Financial Report 2020.

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY GENERAL OBLIGATION DEBT SERVICE SCHEDULE

The following table illustrates annual debt service requirements of the Metropolitan Government on outstanding general obligation bonds secured by ad valorem taxes:

FISCAL YEAR ENDED	AGGREGATE OUTSTANDING OBLIGATIONS		
June 30	**Principal**	**Interest**	**Total**
2021	$190,035,000	$131,223,219	$321,258,219
2022	228,415,000	120,859,362	349,274,362
2023	234,945,000	115,332,236	350,277,236
2024	247,115,000	106,143,615	353,258,615
2025	247,965,000	96,685,832	344,650,832
2026	229,435,000	87,859,599	317,294,599
2027	214,940,000	79,830,759	294,770,759
2028	215,085,000	71,297,768	286,382,768
2029	175,765,000	62,953,781	238,718,781
2030	182,450,000	55,713,599	238,163,599
2031	185,700,000	47,763,870	233,463,870
2032	193,245,000	39,632,495	232,877,495
2033	200,230,000	32,035,702	232,265,702
2034	166,205,000	24,828,756	191,033,756
2035	168,530,000	18,452,866	186,982,866
2036	113,795,000	13,143,825	126,938,825
2037	117,650,000	9,286,325	126,936,325
2038	85,645,000	6,005,300	91,650,300
2039	88,410,000	3,237,200	91,647,200
2040	36,360,000	1,469,000	37,829,000
2041	37,090,000	741,800	37,831,800
TOTALS	**$3,559,010,000**	**$1,124,496,909**	**$4,683,506,909**

Source: The Metropolitan Government of Nashville and Davidson County.

Contingent Debt and Payment Liabilities

As of the date of this Official Statement, the Metropolitan Government has the following outstanding contingent obligations payable from certain monies of the Metropolitan Government as hereinafter described.

District Energy System of the Metropolitan Government

The Metropolitan Government owns a District Energy System ("DES"), which provides steam and chilled water to approximately 40 buildings in downtown Nashville for the purposes of general heating and air conditioning. DES is managed by Constellation NewEnergy Projects ("CNE") of Baltimore, Maryland. The Metropolitan Government is a customer of DES and purchased approximately 43.78% of the steam and 46.58% of the chilled water sold by the system for the Fiscal Year ended June 30, 2020. The Metropolitan Government has covenanted to provide funding in an amount equal to any shortage in revenues necessary to pay debt service on outstanding DES obligations and/or necessary to pay operating expenses (the "Metro Funding Amount"). The budgeted Metro Funding Amount for Fiscal Year 2021 is $630,700. In addition to covering any DES operating shortfalls, the Metro Funding Amount also provides for the payment of debt service on the DES.

The Sports Authority of The Metropolitan Government of Nashville and Davidson County

The Sports Authority of The Metropolitan Government of Nashville and Davidson County (the "Sports Authority") is a public non-profit corporation and instrumentality of the Metropolitan Government organized in 1995 pursuant to Chapter 67, Title 7 of Tennessee Code Annotated, as amended; it is a Component Unit of the Metropolitan Government and is included in the Metropolitan Government's CAFR. The purpose of the Sports Authority is to plan, promote, finance, construct, and acquire sports complexes, stadiums, arenas, and facilities for public participation and enjoyment of professional and amateur sports activities for the people in the State of Tennessee. The Sports Authority has no taxing power. The Sports Authority owns, and has provided financing for, four facilities in the Metropolitan Government. Below are descriptions of each of the financings and associated debt liabilities of the Metropolitan Government.

Nissan Stadium. The Sports Authority owns Nissan Stadium, which is the home of the National Football League's Tennessee Titans and the home stadium of Tennessee State University. The Sports Authority has financed (or refinanced) a portion of the construction and improvement of Nissan Stadium through the issuance of its Series 2012A, 2013B and 2014 Bond issues and through a bank loan incurred in 2015.

Aggregate debt service on the Sports Authority's Nissan Stadium debt approximates $5.2 million per year and is payable through 2033. This debt is payable primarily from dedicated revenue streams (consisting of a payment in lieu of tax from the Water and Sewerage Department, parking revenues, lease payments from Tennessee State University, and a ticket tax at Nissan Stadium). In the event of a deficiency in such revenues to pay debt service, the Nissan Stadium debt (other than the 2015 bank loan) is payable from the Metropolitan Government's non-tax General Services District General Fund revenues (the "GSD Non-Tax Revenues").

The Sports Authority is currently studying the current condition of Nissan Stadium for the purpose of forecasting repairs and future capital needs.

Ford Ice Center. The Sports Authority owns the Ford Ice Center, a two-sheet ice skating and hockey facility located in the southeastern part of the Metropolitan Government. The Ford Ice Center is leased to, and operated by, Mid-Ice, LLC, an affiliate of the National Hockey League's Nashville Predators. The Sports Authority financed the construction of the Ford Ice Center with its Series 2013A Bonds. Debt service on the Ford Ice Center debt is approximately $1.1 million per year and is payable through 2033.

This debt is payable primarily from Predators lease payments and surcharges levied on patrons of the Sports Authority's Bridgestone Arena, which is the home of the Nashville Predators and is the primary large-scale concert venue in the Metropolitan Government. In the event of a deficiency, the debt is payable from GSD Non-Tax Revenues.

First Horizon Ballpark. The Sports Authority owns the First Horizon Ballpark, the downtown baseball park that is the home of the Nashville Sounds, the AAA affiliate of Major League Baseball's Milwaukee Brewers. The Ballpark was originally financed by the Sports Authority's Series 2013A and 2013B Ballpark Bonds. This Official Statement details the debt service on the Ballpark Bonds and the source and security of the payment therefor.

Major League Soccer Stadium. The Sports Authority is in the process of constructing a Major League Soccer ("MLS") stadium, which is expected to be completed in the second quarter of 2022, will include approximately 30,000 seats and a MLS regulation-size natural grass playing surface, and is expected to be LEED Silver certified (the "MLS Stadium"). The MLS Stadium will be the home of MLS's Nashville Soccer Club, which commenced MLS play in 2020 at Nissan Stadium. On December 17, 2020, the Metropolitan Government issued $225 million of Sports Authority revenue bonds to finance the construction the MLS Stadium. These bonds are payable primarily from MLS team rents, sales taxes resulting from ticket, concession and merchandise sales at the MLS Stadium events, and ticket taxes levied on MLS Stadium patrons. Any deficiency is payable from GSD Non-Tax Revenues.

As of the date of this Official Statement, the Metropolitan Government has not been called upon to make a payment under the outstanding Sports Authority debt, except with respect to Ballpark Bonds, where the Metropolitan Government has been required to contribute between $600,000 and $1,415,000 to fund annual debt service between Fiscal Year 2016-2020. The Metropolitan Government can offer no assurance as to whether annual contributions with respect to the Ballpark Bonds will remain in this range or whether or not there will be future calls on the Metropolitan Government to make a payment under other Sports Authority debt obligations. As described in this Official Statement under "INVESTMENT CONSIDERATIONS – COVID-19," events scheduled for Nissan Stadium, Ford Ice Center and First Horizon Ballpark have been cancelled or postponed as a result of the COVID-19 pandemic. This will reduce the primary revenue streams that are available to pay debt service on the Sports Authority bonds and increase the likelihood that the Metropolitan Government's GSD Non-Tax Revenues or USD Non-Tax Revenues will be called upon for the payment of debt service.

Convention Center Authority of The Metropolitan Government of Nashville and Davidson County

The Convention Center Authority of The Metropolitan Government of Nashville and Davidson County (the "CCA") is a nonprofit public corporation created in 2009 by the Metropolitan Government pursuant Chapter 89 of Title 7 of the Tennessee Code Annotated, as amended (the "Act"), for the purposes set forth in the Act, including, without limitation, owning, operating and financing a convention center in order to promote economic development and to stimulate business and commercial activity in the Metropolitan Government. The Metropolitan Council approved the creation of the CCA, its charter and the appointment by the Metropolitan Mayor of its Board members.

On April 21, 2010, the CCA issued $51,730,000 of its Tourism Tax Revenue Bonds, Series 2010A-1 and $152,395,000 Tourism Tax Revenue Bonds Federally Taxable, Series 2010A-2 (Build America Bonds-Direct Payment) (together, the "CCA Series 2010A Bonds"), and $419,090,000 Subordinate Tourism Tax Revenue Bonds Federally Taxable, Series 2010B (Build America Bonds-Direct Payment) (the "CCA Series 2010B Bonds"), to finance the development, construction, equipping, furnishing, repair, refurbishment and opening of a new downtown convention center facility (the "Convention Center" or "Music City Center"). For more information on the Convention Center and the Omni Hotel discussed below, see "Tourism" herein.

The CCA Series 2010A Bonds are payable solely from certain hotel/motel tax revenues, incremental sales tax revenues and certain other designated tourism tax revenues (the "Tourism Tax Revenues"). The CCA Series 2010B Bonds are payable from Tourism Tax Revenues, subordinate to the payment of the CCA Series 2010A Bonds, and from Convention Center operating income. If those funds are insufficient to pay debt service when due on the CCA Series 2010B Bonds, the Metropolitan Government has pledged its GSD Non-Tax Revenues (as it has with respect to the Sports Authority bonds described above) to the payment of debt service on the CCA Series 2010B Bonds. The maximum annual debt service on the CCA Series 2010B Bonds is approximately $27.1 million, net of direct payment subsidies payable by the federal government as a result of the CCA Series 2010B Bonds being issued as Build America Bonds. The CCA has established a debt service reserve equal to $26.5 million.

Omni Hotels & Resorts ("Omni") operates an 800-room hotel adjacent to the Convention Center that serves as the Center's headquarters hotel. The hotel opened on October 1, 2013. The CCA has entered into a development agreement with Omni, under which the CCA has agreed to pay approximately $100 million in present value financial incentives for Omni to develop the hotel, which incentives are payable over the course of approximately 20 years from Omni's completion of the hotel. The Metropolitan Government has pledged its GSD Non-Tax Revenues (as it has with respect to the Authority bonds and the CCA Series 2010B Bonds described above) to the payment of these incentives, in the event the CCA is unable to make payment. The maximum annual incentive payment is approximately $15 million. The incentive payments are conditioned upon Omni's continued operation of the hotel.

The obligation of the Metropolitan Government to make the payments on the above debt is not a general obligation of the Metropolitan Government but rather is required to be paid solely from GSD Non-Tax Revenues pledged by the Metropolitan Government for such payments.

As of the date of this Official Statement, the Metropolitan Government has not been called upon to make a payment under the outstanding CCA debt. However, the Metropolitan Government can offer no assurance as to whether there will be future calls on the Metropolitan Government to make a payment under these debt obligations. As described in this Official Statement under "RISK FACTORS AND INVESTMENT CONSIDERATIONS – COVID-19," events scheduled for the Convention Center have been largely canceled or postponed as a result of the COVID-19 pandemic, and decreased tourism has significantly impacted Tourism Tax Revenues. Should this situation continue, there will be an increased likelihood that the Metropolitan Government's GSD Non-Tax Revenues will be called upon for the payment of debt service on outstanding CCA debt and incentives.

Metropolitan Development and Housing Agency

In December 2014, the Metropolitan Development and Housing Agency ("MDHA") entered into a lease arrangement pursuant to which MDHA constructed and operates an approximately 1,000-space parking facility in downtown Nashville. The lease arrangements obligate MDHA to annual lease payments of approximately $2.9 million through 2044 in order to provide for the payment of debt service on the Public Finance Authority's Taxable Parking Revenue Bonds (Parking Real Estate Fund II, LP Project), Series 2014. The lease payments are payable primarily from parking revenues generated by the parking facility, which are projected by MDHA to be sufficient therefor, and in the event of a deficiency, from a subordinate pledge of USD Non-Tax Revenues.

The obligation of the Metropolitan Government to make the payments on the above debt is not a general obligation of the Metropolitan Government but rather is required to be paid solely from USD Non-Tax Revenues appropriated by the Metropolitan Government for such payments.

As of the date of this Official Statement, the Metropolitan Government has not been called upon to make a payment under the outstanding debt. However, the Metropolitan Government can offer no assurance as to whether there will be future calls on the Metropolitan Government to make a payment under these debt obligations. As described in this Official Statement under "RISK FACTORS AND INVESTMENT CONSIDERATIONS – COVID-19," downtown commuter and tourism traffic has been significantly reduced, which has also impacted the performance of downtown parking assets. Should this situation continue, there will be an increased likelihood that the Metropolitan Government's USD Non-Tax Revenues will be called upon for the payment of debt service on these outstanding MDHA bonds.

Additional Contingent Obligations

The Metropolitan Government may fund, from time to time, additional projects payable from specific dedicated revenues. To the extent the Metropolitan Government elects to fund all or a portion of such projects, the Metropolitan Government may incur additional debt supported by certain of its revenues, including but not limited to its GSD Non-Tax Revenues and USD Non-Tax Revenues.

Tax Increment Financing and Other Incentives

The Metropolitan Government routinely participates in tax increment financings ("TIFs") related to redevelopment projects. In a TIF, an instrumentality of the Metropolitan Government (e.g. the Metropolitan Development and Housing Agency ("MDHA") or the Industrial Development Board (the "IDB") will issue its tax increment financing bonds or notes and grant the proceeds to a developer to incentivize the completion of a redevelopment project. To secure payment of the TIF bonds or notes, the Metropolitan Government agrees to divert all, or a portion of the incremental real and personal property tax revenues related to the project to the payment of debt service on the tax increment financing bonds. As of the date of this Official Statement, the City is obligated to divert certain incremental real and personal property taxes to the payment of debt service on the following TIFs:

MDHA TIFs: As of the end of its September 30, 2019 fiscal year, MDHA had outstanding approximately $135.2 million of TIF bonds and notes to finance redevelopment projects in and around the downtown Nashville area. The Metropolitan Government funded approximately $17.4 million of debt service payments on these bonds and notes during MDHA's 2019 fiscal year.

IDB TIFs: In 2015, the IDB issued its $21,935,000 TIF Bond to finance the redevelopment of the Bellevue Mall. This TIF Bond matures in 2038 and the maximum annual debt service is approximately $2.5 million. The Metropolitan Government funded approximately $1.2 million of debt service payments on these bonds in Fiscal Year 2020.

The Metropolitan Government has approved diverting one-half of the incremental property taxes that would result from the development of a new campus for Oracle (see "DEMOGRAPHIC AND STATISTICAL INFORMATION – Private-Sector Investment and Job Creation" below) to be used by the IDB to assist in the funding of up to $175 million of the costs of public infrastructure associated with the development of the Oracle campus.

DEMOGRAPHIC AND STATISTICAL INFORMATION

Population Growth

The following table illustrates information regarding the population growth in the Metropolitan Government. A comparison with the Nashville Metropolitan Statistical Area ("MSA"), the State of Tennessee and the United States serves to illustrate relative growth:

DEMOGRAPHIC STATISTICS – POPULATION GROWTH
(For the Calendar Years 2010-2019 Estimates)

Geographical Area	2010	2019 Estimates	Changes 2010 – 2019 Estimates
Nashville/Davidson	626,681	694,144	10.8%
MSA	1,670,900	2,090,958	25.1%
State of Tennessee	6,346,105	6,829,174	7.6%
United States	308,745,538	328,239,523	6.3%

Source: United States Census Bureau (www.census.gov).

The following table illustrates the per capita personal income growth within the MSA that has occurred to the greatest extent in surrounding communities; notwithstanding, the suburbs of Nashville are in themselves residential, manufacturing and agricultural communities:

PER CAPITA PERSONAL INCOME
(For the Calendar Years 2010- 2019)

Geographical Area	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
Nashville/Davidson	$47,041	$48,989	$50,332	$49,727	$53,586	$56,061	$59,072	$63,101	$68,958	$71,252
MSA	41,763	43,975	46,437	46,603	49,204	51,865	53,648	55,729	58,779	60,680
State of Tennessee	35,653	37,616	39,296	39,421	40,799	42,626	43,626	45,233	47,210	48,684
United States	40,547	42,739	44,605	44,860	47,071	49,019	50,015	52,118	54,606	56,490

Source: United States Bureau of Economic Analysis (www.census.gov).

Employment

The following table illustrates the labor force segments of the eight-county Nashville Metropolitan Statistical Area for the Calendar Years 2015 through 2019:

METROPOLITAN STATISTICAL AREA
EMPLOYMENT BY INDUSTRY
(For the Calendar Years 2015 through 2019)

Employment Industries	2015	2016	2017	2018	2019
Total Employed – All Industries (1)	915	950	983	1,015	1,048
(*In Percentages*):					
Education & Health Services	15.39%	15.33%	15.18%	15.03%	14.78%
Financial Activities	6.52%	6.61%	6.72%	6.74%	6.81%
Government	12.40%	12.09%	11.87%	11.68%	11.42%
Information	2.36%	2.40%	2.38%	2.31%	2.36%
Leisure & Hospitality	10.98%	11.11%	11.27%	11.48%	11.62%
Manufacturing	8.64%	8.66%	8.60%	8.31%	8.09%
Professional & Business Services	16.04%	16.35%	16.40%	16.65%	16.83%
Trade, Transportation, Utilities	19.29%	19.11%	19.04%	19.12%	19.29%
Other	8.39%	8.32%	8.54%	8.69%	8.79%

(1) Total Nonfarm Employment in Thousands.

Source: United States Bureau of Labor Statistics (www.bls.gov).

The following table illustrates the unemployment percentage rates in Davidson County, the MSA, the State of Tennessee and the United States for the Calendar Years 2010-2019:

UNEMPLOYMENT RATES
(For the Calendar Years 2010-2019)

Geographical Area	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
Nashville/Davidson	8.2%	7.5%	6.2%	5.9%	5.0%	4.4%	3.6%	2.7%	2.6%	2.5%
MSA	8.6	7.8	6.4	6.2	5.2	4.5	3.8	2.9	2.7	2.6
State of Tennessee	9.7	9.0	7.8	7.8	6.5	5.6	4.8	3.8	3.5	3.4
United States	9.6	8.9	8.1	7.4	6.2	5.3	4.9	4.4	3.9	3.7

Source: United States Bureau of Labor Statistics (www.bls.gov).

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
PRINCIPAL EMPLOYERS
(For the Fiscal Year Ended June 30, 2020)

PRINCIPAL EMPLOYERS	NUMBER OF EMPLOYEES	PERCENTAGE OF TOTAL EMPLOYMENT
Vanderbilt University	33,146	3.54%
State of Tennessee	26,833	2.86
Metro Nashville-Davidson Co. Government and Public Schools	19,152	2.04
United States Government	13,518	1.44
Nissan North America Inc.	11,000	1.17
Healthcare Corporation of America	10,600	1.13
Saint Thomas Health	8,335	0.89
Community Health Systems Inc	3,925	0.42
Randstad	4,550	0.49
Asurion	4,400	0.47
TOTALS	**135,459**	**14.45%**

Source: The Metropolitan Government of Nashville and Davidson County.

Private-Sector Investment and Job Creation

Since July 1, 2020, the Nashville Area Chamber of Commerce announced 11 business relocations or expansions into Davidson County, collectively bringing 635 new jobs into Metro Davidson County. Continued expansion has occurred in recent years in corporate and regional headquarters, the technology industry, manufacturing, health care management and many areas where the local economy has established strength and growth potential.

Over the past several years, many sizable headquarters, shared service operations, and manufacturing operations have relocated and/or expanded in Nashville or announced their intention to do so. Amazon and Oracle are in the process of constructing business operations hubs in Nashville that would involve 5,000 and 8,500 jobs, respectively. In addition, in the 2020-2021 Fiscal Year, California tech-company SocialSurvey tripled its headcount at its Nashville location; EV Biologics announced it will develop a new biotechnology laboratory in Nashville in order to advance its state-of-the-art cell culture, EV isolation and nano-scale bio-analytical methods; and UK-based retirement fintech company Smart Pension chose to open its first North American office in Nashville, creating 90 new jobs. In October 2020, N2M Advisory, a global management consulting firm, announced the relocation if its headquarters from Atlanta to Nashville. N2M is made up of tech-veterans, providing M&A, private equity, corporate growth, digital, sales and distribution and executive and board advisory services to startup, government, and corporate clients.

Other successes in Davidson County include August Bioservices significantly expanding its HQ operations in Davidson County. The expansion includes 180 jobs over the next five years. The project also includes updates and expansions in the company's existing facility as well as the construction of a new, state-of drug development and manufacturing facility. Columbus-based Leading Edje also announced it will open an office in Nashville, with the goal of hiring 100 tech workers over the next five years. Leading Edje provides cloud solutions, DevOps, application development, artificial intelligence and program managers, among other services, across multiple industries. Nashville is the firm's first location outside of Columbus, Ohio.

Manufacturing

As of December 2019, an average of 84,800 persons were employed in the manufacturing industries in the MSA, engaging in a wide range of activities and producing a variety of products, including food, tobacco, textiles and furnishings, lumber and paper, printing and publishing, chemical and plastics, leather, concrete, glass, stone, primary metals, machinery and electronics, motor vehicle equipment, measuring and controlling devices, and consumer products. Nashville MSA's largest manufacturing employers include Nissan North America, Bridgestone Americas, Electrolux Home Products, A.O. Smith Water Products and Vought Aircraft Industries.

Trade

Nashville is the major wholesale and retail trade center for the MSA and some 50 counties in the central region of the State, southern Kentucky and northern Alabama, a retail trade area of more than 2.3 million people with consumer spending by Nashville MSA residents exceeding $32.0 billion. Nashville is one of the top 50 retail markets in the country. In the Nashville region, there are 245 shopping centers with 37.3 million square feet of gross leasable area. Nine of these centers are super-regional and 15 are regional.

Agriculture

Nashville is surrounded by agricultural-based economies. The area encompassing middle Tennessee produces livestock, dairy products, soybeans, small grain, feed lot cattle, strawberries, hay and tobacco.

Transportation

Nashville serves as a conduit or trans-shipment point for much of the traffic between the northeast and southeast United States. Three interstate highways extending in six directions intersect in Nashville in addition to nine Federal highways and four State highways. Barge service on the Cumberland River, together with good rail and air services, give Nashville an excellent four-way transportation network.

The Cumberland River, connecting Nashville and the surrounding area to the Gulf of Mexico and intermediate points on the Ohio and Mississippi Rivers, is used by 51 commercial operators, 18 of which serve Nashville. With the completion of the Tennessee-Tombigbee Waterway in 1985, Cumberland River freight is able to reach the Port of Mobile, thereby eliminating approximately 600 miles of the distance from Nashville to the open sea and contributing to the development of foreign trade in Nashville. In addition, the Federal Government in 1982 approved Nashville as a Foreign Trade Zone, a secured area supervised by the United States Customs Service, which provides for the storing of foreign merchandise without duty payments.

The CSX System, a major national railroad, serves Nashville. In addition, five major rail lines link Nashville to all major markets in the nation. Rail carriers interchange freight and cooperate in providing and extending transit privileges covering both dry and cold storage and the processing or conversion of materials.

A commuter rail service from Lebanon, Tennessee to Nashville, approximately 32 miles, known as the Music City Star, commenced transportation services in the September of 2006. It is operated under the direction of the Regional Transportation Authority, a multi-county agency. The ticket price includes Metropolitan Transportation Authority ("MTA") bus service on circulator routes in the downtown area.

In 1973, the Metropolitan Government acquired the net assets of the Nashville Transit Company and the Metropolitan Transit Authority was established. MTA provides a comprehensive public transportation system covering the entire metropolitan area. In addition to regularly scheduled bus routes, MTA provides special transportation services for the handicapped and operates bus service in the downtown area for shoppers, tourists and downtown workers. The revenues derived from the transit system are not sufficient to pay the expenses incurred in the operation of the system. The Metropolitan Government and the State of Tennessee contributed in the Fiscal Year ending June 30, 2019, approximately $48.636 million and $4.904 million, respectively, to pay approximately 63.5% of the Authority's operating expenses. The State directs revenues from a two cent per gallon gasoline tax, which it imposes on local governments that may be applied to mass transit. The contribution of the Metropolitan Government was paid from its general revenues.

The Metropolitan Nashville Airport Authority (the "Airport Authority") owns Nashville International and John C. Tune airports. Funding for the Airport Authority's capital and operating expenses is provided exclusively from Airport Authority revenues. Nashville International Airport (BNA) (the "Airport") is situated approximately eight miles from downtown Nashville. For the Fiscal Year ended June 30, 2017, the Airport served more than 13.5 million total passengers, operating an average of 440 daily flights to 55 nonstop markets. In May 2018, the Airport added five weekly nonstop international flights to London's Heathrow Airport. In 2016, the Airport Authority announced plans for BNA Vision, a major renovation and expansion project intended to meet projected growth in passengers. BNA Vision is currently in the process of construction and completion, and by 2023 is expected to include a new parking garage, a new international arrivals facility and new hotel and office facilities. The Airport Authority also operates the John C. Tune Airport in the Cockrill Bend Industrial area west of Nashville. It serves the needs of regional corporate and private aircraft and allows Nashville International's air carrier traffic to flow with fewer constraints. Tune Airport also provides a pilot training environment and modern facilities for the transient and corporate operator.

In May 2018, Metropolitan Government voters rejected a $9 billion transit funding program aimed at relieving congestion in Nashville and the surrounding region. The Metropolitan Government expects to continue to pursue some type of transit program in the future. Mayor John Cooper has proposed a $1.6 billion transit plan that would be implemented over the course of approximately ten years. The plan's focus areas include modernizing the Metropolitan Government's traffic management system, upgrading the MTA bus system, and investing in neighborhood infrastructure including sidewalks, bikeways and greenways. The Mayor's plan was approved by the Metropolitan Council on December 15, 2020, but funding sources have not yet been finalized.

Construction

Construction in Nashville is illustrated by the table on the following page describing the number and value of building permits issued by the Department of Codes Administration of the Metropolitan Government.

The Third Quarter of 2020 reported Nashville's office vacancy to be 12.5%, up 350 basis points since the Third Quarter of 2019. This increase is largely due to new construction deliveries that have hit the market vacant and a few large tenant moveouts/downsizings. Overall market rent shows a 3.8% increase year-over-year with $33.86 psf class-A rental rate. The competition of four urban office projects in the third quarter brought year-to-date deliveries to over 1.1 million square feet. Approximately 550,000 square feet of additional office space is expected to complete by the end of the year. Despite the COVID-19 pandemic, companies continue to relocate to and construct in Nashville, as described above under "Private-Sector Investment and Job Creation."

In the industrial sector, YTD 1.9M square feet have been delivered, and Nashville's average industrial asking rent reached $5.46 per square foot at the end of the Q3. Industrial sales volume totaled $78 million in the third quarter, and 7.1M square feet of industrial space is currently under construction.

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THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
NUMBER AND VALUE OF BUILDING PERMITS
(For the Calendar Years 2011-2020)

	RESIDENTIAL CONSTRUCTION		NON-RESIDENTIAL CONSTRUCTION		REPAIRS, ALTERATIONS, AND INSTALLATIONS		OTHER [1]			
Calendar Year	Number of Permits	Permit Value	Number of Permits	Permit Value	Number of Permits	Permit Value	Number of Permits	Permit Value	Total Number of Permits	Total Permit Value
2011	2,166	372,440,931	444	382,483,854	3,163	377,053,306	1,840	18,738,180	7,613	1,150,716,271
2012	2,656	526,206,509	735	621,590,087	4,850	431,579,639	2,047	34,340,897	10,288	1,613,717,132
2013	3,406	737,396,336	762	493,330,146	3,405	455,745,450	2,135	23,344,644	9,708	1,709,816,576
2014	4,579	1,163,334,572	696	692,801,880	3,244	397,757,642	2,522	23,934,719	11,041	2,277,828,813
2015	5,774	1,428,091,853	762	937,747,113	2,988	441,598,956	2,862	38,771,613	12,386	2,846,209,535
2016	5,858	1,751,681,098	1,136	1,607,184,808	2,737	562,151,606	2,694	21,911,674	12,425	3,942,929,186
2017	5,537	1,084,398,438	1,196	1,996,276,985	2,342	572,053,980	2,642	24,394,733	11,717	3,677,124,136
2018	5,536	989,334,771	866	1,931,789,059	2,458	639,160,352	2,771	15,622,773	11,431	3,575,906,955
2019	5,195	968,600,069	1,056	2,598,254,537	2,374	607,178,804	2,388	26,243,063	11,013	4,200,276,473
2020	5,065	1,087,364,258	1,262	2,849,430,768	2,245	637,530,427	2,893	48,416,444	11,465	4,658,741,897

[1] Includes moved residential buildings, house trailers, and the demolition of residential and non-residential buildings and signs & billboard permits.

Source: The Metropolitan Government of Nashville and Davidson County Department of Code Administration.

Healthcare

Nashville is one of the nation's leaders in the healthcare field. HCA Healthcare has its headquarters and operates several hospitals in the surrounding area. Vanderbilt University Medical Center and St. Thomas Hospital are the city's other primary hospitals.

The Metropolitan Government relocated the city-owned hospital, the Metropolitan Nashville General Hospital, to Hubbard Hospital of Meharry Medical College in 1998. In addition, Meharry provides medical staff to the Metropolitan Nashville General Hospital. The arrangement provides the city with a renovated facility staffed with residents from Meharry Medical College.

Higher Education

The Nashville Metropolitan Statistical Area has 15 colleges and universities, including Vanderbilt University, Belmont University, Tennessee State University, David Lipscomb University, Meharry Medical College, Nashville State Technical Institute and Fisk University. Total higher education enrollment exceeds 65,000 students annually.

Seven of Nashville's institutions of higher education offer graduate programs. Nashville is also a leading center for medical research and education with Vanderbilt University emphasizing medical research in addition to its programs in other disciplines and with Meharry Medical College specializing in health care delivery.

Professional Sports

The Metropolitan Government is home to four professional sports franchises, all of which are located in or near downtown Nashville. The National Hockey League's ("NHL") Nashville Predators have played their hockey games in the Bridgestone Arena for the past 21 years. Nashville hosted the NHL All-Star game in 2017. The National Football League's ("NFL") Tennessee Titans have played their football games in Nissan Stadium since 1999. Nashville hosted the NFL draft in 2019. The Nashville Sounds – the AAA affiliate of the Milwaukee Brewers – play their baseball games in First Horizon Ballpark. Nashville Soccer Club became a member of the MLS and plays its games at Nissan Stadium until the MLS Stadium is completed.

Cultural Facilities

Library System

The Nashville Public Library system includes a 300,000 square feet downtown main library and 20 community branches located across the county. In addition, an extensive online offering of books and resources has extended its reach beyond the traditional branch system. The library facilities host numerous in-house programs and community events throughout the year. In the fall of 2019, the State of Tennessee completed the construction in downtown Nashville of a 165,000 square foot library and archives.

Performing Arts

The Tennessee Performing Arts Center is the first state-funded facility of its kind in the nation and is home to the Nashville Ballet, the Nashville Opera Association, and the Tennessee Repertory Theatre. The arts center occupies an entire city block, and its venues include Andrew Jackson Hall (2,472 seats), the James Polk Theater (1,075 seats), the Andrew Jackson Theater (256 seats), and the War Memorial Auditorium (1,661 seats). The center plays host to numerous events each year, including an annual series of Broadway plays. The Nashville Children's Theater is home to the oldest professional theater for children in the county. Thousands of school age children and adults are treated to a variety of productions each year. The Schermerhorn Symphony Center is an 1,844-seat concert hall located in downtown Nashville, which hosts the Nashville Symphony.

Museums and Visual Arts

The Frist Art Museum occupies the former Nashville's historic downtown former post office building. A public-private partnership between the Metropolitan Government, the Frist Foundation and the Dr. Thomas F. Frist, Jr. family, the Frist Center contains more than 24,000 square feet of gallery space capable of showcasing major national and international visual arts exhibitions.

The Parthenon, located in Nashville's Centennial Park, is a full-scale replica of the original building in Athens, Greece. The reproduction was built to honor Nashville's reputation for education and has attracted visitors since 1897. The recently restored building serves as Nashville's permanent art museum, holding a collection of paintings by 19th and 20th century American artists.

Cheekwood Botanical Garden and Art Museum is a 55-acre site that includes the original Cheek gardens, with pools, fountains, statuary, extensive boxwood plantings and breathtaking views of the rolling Tennessee hills. The Museum of Art is housed in a 30,000-square foot Georgian-style mansion and contains world-class collections of American and contemporary painting and sculpture, English and American decorative arts and traveling exhibitions. Collections also include silver, and the most comprehensive collection of Worcester porcelain in America.

Vanderbilt University's Fine Arts Gallery showcases six exhibitions each year that represent Eastern and Western art and an international collection of works. The Van Vechten Gallery at Fisk University houses more than 100 pieces from artists like Picasso, Renoir, and O'Keeffe. For religious art, there's a wooden 8-foot-by-17-foot carving of "The Last Supper" based on Leonardo da Vinci's masterpiece at The Upper Room Chapel along with a striking 9,000-mosaic stained glass World Christian Fellowship Window. The museum at the Upper Room also has outstanding religious works, besides two annual displays of nearly 70 Ukrainian Easter eggs in April and more than 100 Nativity scenes in December.

The Country Music Hall of Fame and Museum is one of the world's largest and most active popular music research centers and the world's largest repository of country music artifacts. In May 2001, the Museum moved to a new 130,000 square foot facility in downtown Nashville. In 2014, the Museum expanded to 350,000 feet to connect to the new Omni headquarters hotel described below.

The Adventure Science Center features a state-of-the-art Planetarium as well as exhibits and programs which focus on geology, zoology, ecology, physics and other sciences. The Nashville Zoo at Grassmere is a zoological garden and historic plantation farmhouse located six miles from downtown. The Zoo contains over 6,000 individual animals and attracts approximately 950,000 visitors each year.

A new Tennessee State Museum located in downtown Nashville opened to the public in October 2018, and the National Museum of African American Music opened in the Fall of 2020 in downtown Nashville, directly across Broadway from the Bridgestone Arena.

Music Concert Venues

The Metropolitan Government hosts large concert events at either Bridgestone Arena or Nissan Stadium. Smaller indoor venues include the Ryman Auditorium – the 2,362-seat original home of the Grand Ole Opry – and the new Grand Ole Opry, a 4,372-seat theater venue located near Gaylord Opryland Resort & Convention Center that hosts America's longest running live radio show. The Metropolitan Government opened the Ascend Amphitheater in 2015, which maintains capacity of 6,800 and is located downtown, adjacent to the Cumberland River. The 4,500-seat Woods Amphitheatre at Fontanel is located nine miles north of downtown.

Tourism

Tourism is a major industry in Nashville consistently ranking in the top three producers. The Nashville Convention and Visitors Corporation (NCVC) and U.S. Travel Data Center estimate more than 16.1 million tourists came to Nashville in 2019 and spent an estimated $6.9 billion. Annual visitation to Nashville has increased over forty-five percent (45%) in the last ten years.

The Nashville MSA has more than 412 hotels offering more than 47,962 rooms.

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
MSA HOTEL AND MOTEL ROOMS / OCCUPANCY RATE
(For the Calendar Years 2010-2019)

Calendar Year	Rooms Available	Occupancy Rate
2010	35,639	59.50%
2011	35,727	63.50%
2012	36,263	66.80%
2013	37,124	69.80%
2014	37,824	72.50%
2015	38,721	73.70%
2016	40,558	75.10%
2017	41,733	74.10%
2018	44,335	73.30%
2019	47,676	73.50%

Source: The Metropolitan Nashville and Davidson County Conventions and Visitors Corporation.

Conventions and Corporate Meetings

Nashville's Music City Center opened in May 2013 and features a 350,000 square foot exhibit hall, 75,000 square feet of ballroom space (consisting of a 57,000 square foot grand ballroom and an 18,000 square foot junior ballroom), 90,000 square feet of meeting rooms, 31 loading docks and a parking garage with 1,800 spaces. The Center's location created a high demand for hotel rooms, particularly full-service properties. An 800-room full-service Omni headquarters hotel opened in September 2013 next to the Music City Center. In the Fall of 2016, a 454-room full-service Westin Hotel opened adjacent to the Music City Center. A 533-room J W Marriott opened in 2018. Several smaller hotels have also opened near the Music City Center. The Music City Center and its adjacent hotels are located within walking distance of the downtown entertainment district described below.

Located approximately ten miles from downtown is the Gaylord Opryland Resort & Convention Center, the third largest hotel/convention center under one roof in the United States. The complex features 2,881 hotel rooms, 263,000 square feet of exhibit space and 300,000 square feet of meeting space. A $90 million indoor waterpark was completed in December 2018. Adjacent to the Gaylord Opryland Resort & Convention Center is the Grand Ole Opry, described above, and Opry Mills – a 1.1 million square foot megamall, which opened in May 2000. The mall contains 200 stores, theme restaurants, a 20-screen multi-theater complex and an IMAX theater.

Downtown Entertainment District

The downtown entertainment district encompasses approximately 20 square blocks centered around historic Lower Broadway (or Lower Broad). Lower Broad consists primarily of historic brick restaurants and bars that feature live music with no cover charge. Many of the restaurants and bars are owned and/or sponsored by current and past music artists. Lower Broad is a short walk to the Music City Center and its adjacent hotels, Nissan Stadium, Bridgestone Arena, the Ryman, the Country Music Hall of Fame and Museum and most other downtown Nashville attractions. The Convention Center, Omni, Westin and J W Marriott hotels are located downtown in the Metropolitan Government's Central Business District, and are within walking distance of many notable attractions, including, the Bridgestone Arena, the Ryman Auditorium, Frist Center for the Visual Arts, Schermerhorn Symphony Center, Musicians Hall of Fame and Museum and the Johnny Cash Museum.

Seasonal, Festival and Sporting Events

Downtown Nashville annually hosts several seasonal, festival and sporting events. Downtown Nashville hosts one of the nation's largest New Year's Eve parties each year, with approximately 100,000 people coming to downtown for fireworks and live music. Nashville also hosts a four-day music festival each June known as CMA Music Fest. The event includes performances by more than 100 entertainers and groups, autograph sessions and activities directed at the attendees. Nissan Stadium hosts the college football Music City Bowl each December, and the Bridgestone Arena is a regular host for Southeastern Conference and NCAA men's and women's basketball tournaments.

Education

As described above, the Nashville public schools make up the second largest school system in Tennessee. The following table illustrates the school system's enrollment and attendance trends:

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
PUBLIC SCHOOLS ENROLLMENT AND ATTENDANCE
For the School Years 2010-2011 – 2019-2020

School Year	Total Enrollment	Average Attendance
2010-2011	78,096	73,808
2011-2012	79,117	75,072
2012-2013	81,077	76,946
2013-2014	82,863	75,190
2014-2015	84,500	76,252
2015-2016	85,797	77,791
2016-2017	86,633	78,098
2017-2018	85,379	77,117
2018-2019	86,292	77,218
2019-2020	84,358	77,474

Source: The Metropolitan Government of Nashville and Davidson County.

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APPENDIX C

FORM OF OPINION OF BOND COUNSEL

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May 27, 2021

Board of Directors
The Sports Authority of The Metropolitan
Government of Nashville and Davidson County

Metropolitan County Council
The Metropolitan Government
of Nashville and Davidson County

FHN Financial Capital Markets,
Fifth Third Bank, and
Drexel Hamilton

Regions Bank,
as Trustee

Ladies and Gentlemen:

We have acted as bond counsel to The Sports Authority of The Metropolitan Government of Nashville and Davidson County (the "Issuer") in connection with its issuance of $60,235,000 in aggregate principal amount of its Federally Taxable Public Facility Revenue Refunding Bonds (Ballpark Project), Series 2021C, dated the date hereof (the "Bonds"). The Bonds are issued pursuant to a Trust Indenture, dated as of December 19, 2013, among the Issuer, The Metropolitan Government of Nashville and Davidson County (the "Metropolitan Government"), and Regions Bank, as trustee (the "Trustee"), as amended and supplemented by a First Supplemental Trust Indenture dated as of the date hereof (collectively, the "Indenture").

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.

All capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Indenture, as supplemented and amended by the Indenture.

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

1. The Issuer is duly created and validly existing as a public nonprofit corporation and public instrumentality of the Metropolitan Government, incorporated and existing under Tennessee Code Annotated Section 7-67-101 et seq. (the “Act”), with the corporate power and authority to issue the Bonds.

2. The Bonds have been duly authorized and issued in accordance with the Act and other applicable provisions of Tennessee law, and constitute valid and binding limited obligations of the Issuer, payable as to principal and interest solely from the Trust Estate, on parity and equality of lien with the Issuer's outstanding Public Improvement Revenue Bonds (Ballpark Project), Series 2013A, and Public Improvement Revenue Bonds (Ballpark Project), Series 2013B (Federally Taxable).

3. The Indenture has been duly authorized, executed and delivered by the Issuer and the Metropolitan Government, assigns and pledges to the Trustee all of the respective rights of the Issuer and the Metropolitan Government with respect to the Trust Estate, and constitutes the valid and binding obligation of the Issuer and the Metropolitan Government enforceable against each of them in accordance with its terms.

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

It is to be understood that the rights of the owners of the Bonds and the enforceability of the Bonds and the resolution authorizing the Bonds 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.

We express no opinion herein as to the accuracy, adequacy or completeness of the Official Statement relating to the Bonds.

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,

Bass Berry & Sims PLC

APPENDIX D

FORM OF CONTINUING DISCLOSURE CERTIFICATE

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THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
AND
THE SPORTS AUTHORITY OF THE METROPOLITAN GOVERNMENT

CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (this "Disclosure Certificate") is executed and delivered by The Sports Authority of the Metropolitan Government of Nashville and Davidson County (the "Authority") and The Metropolitan Government of Nashville and Davidson County (the "Metropolitan Government") in connection with the issuance of the Authority's Federally Taxable Public Facility Revenue Refunding Bonds (Ballpark Project), Series 2021C (the "Series 2021C Bonds"). The Series 2021C Bonds are being issued pursuant to a Trust Indenture dated as of December 19, 2013, as amended and supplemented by a First Supplemental Trust Indenture dated as of May 27, 2021 (together, the "Indenture").

The Authority and the Metropolitan Government covenant and agree as follows:

SECTION 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Authority and the Metropolitan Government for the benefit of the Beneficial Owners of the Series 2021C Bonds and in order to assist the Participating Underwriter in complying with S.E.C. Rule 15c2-12(b)(5).

SECTION 2. Definitions. In addition to the definitions set forth in the Indenture, which apply to any capitalized term used in this Disclosure Certificate in connection with the Series 2021C Bonds, unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report" shall mean any Annual Report provided by the Authority and the Metropolitan Government pursuant to the Rule and this Disclosure Certificate.

"Beneficial Owner" shall mean any person who (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Series 2021C Bond (including persons holding Series 2021C Bonds through nominees, depositories or other intermediaries) or (b) is treated as the owner of any Series 2021C Bond for federal income tax purposes.

"Dissemination Agent" means any dissemination agent designated in writing by the Authority and the Metropolitan Government and which has filed with the Authority and the Metropolitan Government a written acceptance of such designation.

"Fiscal Year" shall mean any period of twelve consecutive months adopted by the Metropolitan Government as its fiscal year for financial reporting purposes and shall initially mean the period beginning on July 1 of each calendar year and ending June 30 of the following calendar year.

"Listed Events" shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

"MSRB" shall mean the Municipal Securities Rulemaking Board, or any successor thereto.

"Official Statement" shall mean the Official Statement dated May 18, 2021, relating to the Series 2021C Bonds.

"Participating Underwriter" shall collectively mean FHN Financial Capital Markets, and any other original underwriter of the Series 2021C Bonds required to comply with the Rule in connection with the offering of the Series 2021C Bonds.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"State" shall mean the State of Tennessee.

"State Depository" shall mean any public or private depository or entity designated by the State as a state depository to which continuing disclosure information shall be sent pursuant to State law. As of the date of this Disclosure Certificate, there is no State Depository.

SECTION 3. Provision of Annual Reports. Not later than nine months after the end of the Fiscal Year, commencing with Fiscal Year ending June 30, 2021, the Authority and the Metropolitan Government shall provide an Annual Report to the MSRB at emma.msrb.org and to the State Depository, if any. In each case, the Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate. Notwithstanding the foregoing, the audited financial statements of the Authority and the Metropolitan Government may be submitted separately from the balance of the Annual Report when such audited financial statements are available. In the event that the audited financial statements are not included with the Annual Report and will be submitted at a later date, the Authority and the Metropolitan Government shall include unaudited financial statements of the Authority and the Metropolitan Government in the Annual Report and shall indicate in the Annual Report the date on which the audited financial statements of the Authority and the Metropolitan Government will be submitted. The audited financial statements of the Authority and the Metropolitan Government, when available, will be provided to the MSRB and to the State Depository, if any. If the Annual Report (or audited financial statements which were to be separately submitted) is not timely filed, the Authority and the Metropolitan Government shall in a timely manner send a notice to the MSRB and to the State Depository, if any.

SECTION 4. Content of Annual Reports. The Annual Report shall contain or incorporate by reference the following:

(a) If audited financial statements of the Authority and the Metropolitan Government are not yet available, the unaudited financial statements of the Authority and/or the Metropolitan Government, and when audited financial statements are available, the audited financial statements of the Authority and/or the Metropolitan Government, both such types of financial statements to be prepared in conformity with generally accepted accounting principles, as in effect from time to time. Such financial statements shall be accompanied by an audit report resulting from an audit conducted by an independent certified public accountant or firm of independent certified public accountants in conformity with generally accepted auditing standards.

(b) If the accounting principles changed from the previous Fiscal Year, a description of the impact of the change as required by Section 8 of this Disclosure Certificate.

(c) A statement indicating that the Fiscal Year has not changed, or, if the Fiscal Year has changed, a statement indicating the new Fiscal Year.

(d) To the extent not set forth in the aforementioned financial statements, the Authority and the Metropolitan Government shall provide additional financial information and operating data with respect to the Authority and the Metropolitan Government consisting of:

1. Information related to Sales Tax Rebate Revenues, TIF Payments, and Team Lease Payments.

2. Updates of information set forth in the Official Statement related to Non-Tax Revenues.

Any or all of the items listed above may be incorporated by reference from other documents, including official statements of debt issues with respect to which the Authority or the Metropolitan Government is an "obligated person" (as defined by the Rule), which have been filed in accordance with the Rule and the other rules of the Securities and Exchange Commission. If the document incorporated by reference is a final official statement, it must be available from the MSRB at emma.msrb.org. The Authority and the Metropolitan Government shall clearly identify each such other document so incorporated by reference.

SECTION 5. Reporting of Significant Events.

(a) This Section 5 shall govern the giving of notices of the occurrence of any of the following Listed Events:

a. Principal and interest payment delinquencies;

b. Non-payment related defaults, if material;

c. Unscheduled draws on debt service reserves reflecting financial difficulties;

d. Unscheduled draws on credit enhancements reflecting financial difficulties;

e. Substitution of credit or liquidity providers, or their failure to perform;

f. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;

g. Modifications to rights of Bondholders, if material;

h. Bond calls, if material, and tender offers;

i. Defeasances;

j. Release, substitution, or sale of property securing repayment of the securities, if material;

k. Rating changes;

l. Bankruptcy, insolvency, receivership or similar event of the obligated person;

m. The consummation of a merger, consolidation or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

n. Appointment of a successor or additional trustee or the change of name of a trustee, if material;

o. Incurrence of a financial obligation of the Authority or the Metropolitan Government, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Authority or the Metropolitan Government, any of which affect security holders, if material; and

p. Default, event of acceleration, termination event, modification of terms or other similar events under the terms of a financial obligation of the Authority or the Metropolitan Government, any of which reflect financial difficulties.

(b) Upon the occurrence of a Listed Event, the Authority and the Metropolitan Government shall in a timely manner, but in no event more than ten (10) business days after the occurrence of such event, file a notice of such occurrence with the MSRB.

(c) For Listed Events where notice is only required upon a determination that such event would be material under applicable Federal securities laws, the Authority and the Metropolitan Government shall determine the materiality of such event as soon as possible after learning of its occurrence.

SECTION 6. Termination of Reporting Obligation. The obligations of the Authority and the Metropolitan Government under this Disclosure Certificate shall terminate upon the defeasance (within the meaning of the Rule), prior redemption or payment in full of all of the Series 2021C Bonds. If the obligations of the Authority or the Metropolitan Government are assumed in full by some other entity, such person shall be responsible for compliance with this Disclosure Certificate in the same manner as if it were the Authority or the Metropolitan Government (as applicable) and the Authority or the Metropolitan Government (as applicable) shall have no further responsibility hereunder.

SECTION 7. Dissemination Agent. The Authority and the Metropolitan Government may, from time to time, appoint a dissemination agent to assist it in carrying out its obligations under this Disclosure Certificate, and the Authority and the Metropolitan Government may, from time to time, discharge the dissemination agent, with or without appointing a successor dissemination agent.

SECTION 8. Amendment. This Disclosure Certificate may not be amended unless independent counsel experienced in securities law matters has rendered an opinion to the Authority and the Metropolitan Government to the effect that the amendment does not violate the provisions of the Rule.

In the event that this Disclosure Certificate is amended or any provision of the Disclosure Certificate is waived, the notice of a Listed Event pursuant to Section 5(a)(f) hereof shall explain, in narrative form, the reasons for the amendment or wavier and the impact of the change in the type of operating data or financial information being provided in the Annual Report. If an amendment or waiver is made in this Disclosure Certificate which allows for a change in the accounting principles to be used in preparing financial statements, the Annual Report for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. The comparison shall include a qualitative discussion of the differences in the accounting principles and impact of the change in the accounting principles on the presentation of the financial information. A notice of the change in the accounting principles shall be deemed to be material and shall be sent to the MSRB and any State Depository.

SECTION 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Metropolitan Government and/or the Authority from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Metropolitan Government and/or the Authority chooses to include any information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is specifically required by this Disclosure Certificate, neither the Metropolitan Government nor the Authority shall have any obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 10. Default. In the event of a failure of the Metropolitan Government and the Authority to comply with any provision of this Disclosure Certificate, the Participating Underwriter or any Beneficial Owner may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the Metropolitan Government and the Authority to comply with their obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Indenture, and the sole remedy under this Disclosure Certificate in the event of any failure of any party to comply with this Disclosure Certificate shall be an action to compel performance. The cost to the Metropolitan Government and the Authority of performing their obligations under the provisions of this Disclosure Certificate shall be paid solely from funds lawfully available for such purpose.

SECTION 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and to the extent permitted by applicable law, the Metropolitan Government and the Authority agree to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of their powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's gross negligence or willful misconduct. The Dissemination Agent may consult with counsel (who may, but need not, be counsel for any party hereto or the Metropolitan Government and the Authority), and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance with the opinion of such counsel. The obligations of the Metropolitan Government and the Authority under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Series 2021C Bonds.

SECTION 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Authority, the Metropolitan Government, the Participating Underwriter and Beneficial Owners from time to time of the Series 2021C Bonds, and shall create no rights in any other person or entity.

SECTION 13. Intermediaries; Expenses. The Dissemination Agent is hereby authorized to employ intermediaries to carry out its obligations hereunder. The Dissemination Agent shall be reimbursed immediately for all such expenses and any other reasonable expense incurred hereunder (including, but not limited to, attorneys' fees).

SECTION 14. Governing Law. This Disclosure Certificate shall be governed by and construed in accordance with the laws of the State of Tennessee.

SECTION 15. Severability. In case any one or more of the provisions of this Disclosure Certificate shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Disclosure Certificate, but this Disclosure Certificate shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

SECTION 16. Filings with the MSRB. All filings required to be made with the MSRB shall be made electronically at emma.msrb.org, shall be accompanied by identifying information as prescribed by the MSRB and shall be submitted in any other manner pursuant to, and in accordance with, SEC Release No. 34-59062.

Executed this 27th day of May, 2021.

THE SPORTS AUTHORITY OF THE
METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY

By: ________________________________
Cathy Bender, Chair

THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY

By: ________________________________
John Cooper, Metropolitan Mayor

ATTEST:

____
Elizabeth Waites, Metropolitan Clerk

APPROVED AS TO FORM AND
LEGALITY:

____
Robert E. Cooper, Jr., Director of Law

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APPENDIX E

SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE

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SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE

The Authority's Federally Taxable Public Facility Revenue Refunding Bonds (Ballpark Project), Series 2021C (the "Series 2021C Bonds") will be issued pursuant to the Indenture, which specifies the details of provisions of the Series 2021C Bonds and the terms and conditions pursuant to which the Series 2021C Bonds will be issued. The following, together with other information contained herein, briefly summarizes certain terms and provisions of the Indenture. Such summary is not to be considered a complete explanation of the terms and provisions of the Indenture. Reference is made to the Indenture for a complete statement of the terms, provisions and conditions thereof.

Definitions

"Act" shall mean the provisions of Chapter 67 of Title 7 of the Tennessee Code Annotated, as may be amended from time to time.

"Additional Bonds" shall mean any Bonds issued pursuant to the specific terms of the Indenture as summarized herein.

"Additional Secured Indebtedness" shall mean any indebtedness or obligation of the Metropolitan Government, the Authority or any other Person, other than the Bonds, payable from or secured by a pledge of, lien on, or security interest in the Non-Tax Revenues.

"Amortization Installment" shall mean, with respect to each maturity of Term Bonds of any Series of Bonds, the principal amounts of such Term Bonds to be retired in consecutive years by mandatory redemption from the Bond Fund; provided, that (i) each such Amortization Installment shall be deemed to be due on the Debt Service Payment Date of each applicable year as is fixed by Supplemental Indenture and (ii) the aggregate of such installments for each maturity of Term Bonds shall equal the aggregate principal amount of Term Bonds of such maturity.

"Authority" shall mean The Sports Authority of The Metropolitan Government of Nashville and Davidson County, a public nonprofit corporation organized and existing under and by virtue of the laws of the State and a public instrumentality of the Metropolitan Government, and its successors in interest.

"Authorized Authority Representative" shall mean the Chair, Vice-Chair, Secretary\Treasury or Assistant Secretary\Treasurer of the Authority or such other person or persons who from time to time are designated to act on behalf of the Authority in a certificate delivered to the Trustee and signed by the Chair or Vice-Chair of the Authority giving the name and the specimen signature of the person or persons so designated.

"Authorized Investments" shall mean all investment obligations permitted by the Act.

"Authorized Metropolitan Government Representative" shall mean the Mayor, the Director of Finance or any other person from time to time designated to act on behalf of the Metropolitan Government in a certificate delivered to the Trustee and signed by the Mayor and attested by the Metropolitan Clerk giving the name and specimen signature of any such person so designated.

"Board" shall mean the Board of Directors of the Authority.

"Bond Counsel" shall mean a firm of attorneys of nationally recognized standing in the field of municipal finance law whose opinions are generally accepted by underwriters and other purchasers of obligations issued by state and local governments selected by the Authority.

"Bond Fund" shall mean the Bond Fund established under the Indenture and summarized herein.

"Bond Year" shall mean initially the period from the date of issuance of the Bonds until the first Principal Maturity Date and thereafter each twelve-month period beginning the day after a Principal Maturity Date.

"Bondholder", "holder" and "registered owner" shall mean the registered owner of a Bond, including any nominee of a Depository.

"Bonds" shall mean the Bonds of all Series from time to time authenticated and delivered under the Indenture.

"Business Day" shall mean any day other than (a) Saturday or Sunday, (b) a day on which banking institutions in New York City or any other city where the principal United States office of the Credit Facility Issuer or the Trustee is located are required or authorized by law (including executive order) to close or on which the principal United States office of the Credit Facility Issuer or the Trustee is closed for a reason not related to financial condition, or (c) a day on which The New York Stock Exchange is closed.

"Certified Resolution", with respect to the Authority, shall mean a copy of a resolution certified by the Secretary\Treasurer of the Authority to have been duly passed and adopted by the Board of Directors of the Authority at a meeting duly called and convened, and, with respect to the Metropolitan Government, shall mean a copy of a resolution or ordinance certified by the Metropolitan Clerk to have been duly passed and adopted by the Metropolitan County Council at a meeting or meetings duly called and convened.

"Code" shall mean the Internal Revenue Code of 1986, as amended, and all applicable regulations thereunder.

"Cost" or "Cost of Construction" shall mean:

(a) The cost of acquiring, erecting, extending, improving, equipping, repairing or refinancing the Project or for any combination of such purposes, demolishing structures on the Project site, and acquiring sites necessary or convenient for such Project;

(b) The cost of labor, materials, machinery and equipment as payable to contractors, builders and materialmen in connection with the Project;

(c) Governmental charges levied or assessed during equipping of the Project or upon any property acquired therefor, and premiums on insurance in connection with the Project during construction;

(d) Fees and expenses of architects and engineers for estimates, surveys and other preliminary investigations, environmental tests, soil borings, appraisals, preparation of plans, drawings and specifications and supervision of the Project properly chargeable to the Project, as well as for the performance of all other duties of architects and engineers in relation to the construction and installation of the Project;

(e) Expenses of administration, supervision and inspection properly chargeable to the Project, including the fees relating to the design, construction and equipping of the Project and all other items of expense, not elsewhere specified in the Indenture incident to the construction, installation and placing in operation of the Project;

(f) Fees and expenses incurred in connection with the issuance and administration of the Bonds, including but not limited to, fees and expenses of the underwriter for the Bonds and its counsel, the Authority and its counsel, Bond Counsel, the Trustee and its counsel, printing costs and Rating Agency fees;

(g) Capitalized interest on the Bonds during the maximum term permitted by the Act; and

(h) Any other cost of the Project permitted to be financed pursuant to the Act.

"Debt Service" shall mean, for any period or payable at any time, the principal (including Amortization Installments) of and interest on the Bonds or Additional Secured Indebtedness, as the context of usage shall indicate, to that period or payable at that time, whether due at maturity or redemption or otherwise.

"Debt Service Payment Date" shall mean each Interest Payment Date and Principal Maturity Date.

"Debt Service Requirement" shall mean, for any Bond Year, the sum of:

(a) the amount required to pay the interest becoming due on the Bonds or Additional Secured Indebtedness (as applicable) during such Bond Year; and

(b) the aggregate amount required to pay the principal becoming due on the Bonds or Additional Secured Indebtedness (as applicable) during such Bond Year.

In calculating the Debt Service Requirement for any period:

(1) the Authority shall deduct from the amounts calculated in Subparagraph (a) through (b) above: (i) any capitalized interest deposited into the Bond Fund for such period from the proceeds of the sale of such Bonds or otherwise, and (ii) any investment earnings to be received on moneys on deposit in the Bond Fund and accounts therein and required by the terms of the Indenture to be retained in such Bond Fund; and

(2) the stated maturity date of any Term Bonds shall be disregarded and the Amortization Installments applicable to such Term Bonds in such Bond Year shall be deemed to mature in such Bond Year.

"Director of Finance" shall mean the duly appointed and serving Director of Finance, Acting Director of Finance or other person exercising the duties of the Director of Finance of the Metropolitan Government.

"Event of Default" shall have the meaning given to that term in the Indenture and summarized herein.

"Fiscal Year" shall mean the period commencing on July 1 of each year and ending on the succeeding June 30 or such other period as may be prescribed from time to time as the fiscal year for the Authority and the Metropolitan Government.

"General Fund" shall mean the General Fund of the Urban Services District of the Metropolitan Government used to account for all governmental financial resources, transactions and activity relating to the general operations of the Urban Services District which are not required to be accounted for in another fund.

"Government 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 or any other obligations at the time of the purchase thereof are permitted investments under Tennessee law for the purposes described in the Indenture, which bonds or other obligations shall not be subject to redemption prior to their maturity other than at the option of the registered owner thereof.

"Indenture" shall mean the Indenture, summarized herein, as originally executed or as it may from time to time be supplemented or amended by one or more indentures supplemental thereto.

"Interest Payment Date" shall mean, with respect to (a) any Series, any date on which interest is stated to be due on the Bonds; and (b) any date on which interest becomes due thereon on account of early redemption thereof or on account of the happening of an event which under the terms of the Bonds, requires a payment of interest to be made thereon.

"Maximum Debt Service Requirement" shall mean, as of any particular date of calculation, the Debt Service Requirement for any future Bond Year which is greatest in dollar amount with respect to all Outstanding Bonds.

"Mayor" shall mean the duly elected and serving Metropolitan County Mayor of the Metropolitan Government.

"MDHA" shall mean the Metropolitan Development and Housing Agency, an agency and instrumentality of the Metropolitan Government.

"Moody's" shall mean Moody's Investors Service, Inc.

"Non-Tax Revenues" shall mean all income and revenues of the Metropolitan Government, which according to generally accepted accounting principles promulgated by the Governmental Accounting Standards Board and normal and customary accounting practices of the Metropolitan Government are deposited to and become assets of the General Fund of the Metropolitan Government derived from any source other than income and revenues derived from the exercise by the Metropolitan Government of its powers to levy and collect taxes of any kind. The term "Non-Tax Revenues" does not include State-shared taxes, revenues of any agency or instrumentality of the Metropolitan Government, revenues which according to generally accepted accounting principles promulgated by the Governmental Accounting Standards Board are normal and customary accounting practices of the Metropolitan Government, are deposited to and become assets of any proprietary fund or enterprise fund of the Metropolitan Government.

"Officers' Certificate", with reference to the Lessee, shall mean a certificate signed by an officer of the Lessee, with reference to the Authority, shall mean a certificate signed by the Chair or the Vice-Chair and by the Secretary\Treasurer or the Assistant Secretary\Treasurer of the Authority or signed by an Authorized Authority Representative, and, with reference to the Metropolitan Government, shall mean a certificate signed by the Mayor, the Director of Finance, or an Authorized Metropolitan Government Representative.

"Opinion of Counsel" shall mean a written opinion of counsel who may, but need not, be Bond Counsel, counsel for the Authority, counsel for the Lessee, or counsel for the Metropolitan Government.

"Outstanding", when used with reference to Bonds, shall (subject to the provisions of the Indenture related to demand, request, direction, insert or waiver of Bonds held by the Authority, Metropolitan Government or any person in their control) mean as of any particular time all the Bonds authenticated and delivered by the Trustee under the Indenture, except

(a) Bonds theretofore canceled by the Trustee or delivered to the Trustee canceled or for cancellation;

(b) Bonds for the payment or redemption of which moneys or Government Obligations in the necessary amount shall have been deposited in trust with the Trustee, provided that if such Bonds are to be redeemed prior to the maturity thereof notice of such redemption shall have been given as provided in the Indenture or provisions satisfactory to the Trustee shall have been made for giving such notice; and

(c) Bonds in substitution for which other Bonds shall have been authenticated and delivered for temporary, lost, stolen or destroyed Bonds.

"Person" shall mean firms, associations, partnerships, joint ventures, societies, estates, trusts, corporations, public or governmental bodies, other legal entities and natural persons.

"Principal Maturity Date" means, with respect to any Series, the annual or other periodic date on which principal matures on the Bonds including applicable dates on which Amortization Installments are required to be applied to retire Term Bonds.

"Project" shall mean the ballpark facility, including without limitation, all buildings appurtenant thereto, all other related facilities, fixtures and equipment to be constructed on the Project site, all property necessary and convenient for the Project site, the demolition of structures on such site, and all architectural, engineering, legal and consulting costs incident thereto.

"Rating Agency" shall mean Moody's, Standard & Poor's and any other rating agency which rates any Outstanding Bonds.

"Rebate Fund" shall mean the Rebate Fund established under Section 5.01 of the Indenture and summarized herein.

"Record Date" means, when used with respect to any Series, the fifteenth calendar day of the month next preceding an Interest Payment Date or Principal Maturity Date applicable to that Series, or such other date as may be specified by Supplemental Indenture with respect to such Series.

"Responsible Officers" of the Trustee or any separate trustee or co-trustee under the Indenture shall mean the chairman of the board of directors, the president, every vice president, every assistant vice president, the cashier, every assistant cashier, the secretary, every assistant secretary, every trust officer, and every officer and assistant officer of such Trustee, other than those specifically above mentioned, to whom any corporate trust matter is referred because of his knowledge of, and familiarity with, a particular subject.

"Sales Tax Rebate Revenues" shall mean state and local tax revenue derived from the sale of admissions to games of the Team in the ballpark, the sale of food and drink sold on the site of the Project used in conjunction with those games, parking charges and related services, and the sale by the Team of authorized franchise goods and products associated with its operations as a professional sports franchise less local option sales taxes collected in the year preceding the original occupancy of the ballpark, all as set forth in Section 67-6-103(d)(1)(A)(iii), Tennessee Code Annotated.

"Serial Bonds" shall mean any Bonds for the payment of the principal of which no fixed mandatory sinking fund or bond redemption deposits are required to be made prior to the 12-month period immediately preceding the stated date of maturity of the such Bonds.

"Series" or "Series of Bonds" shall mean the initial Series of Bonds authorized under the Indenture and any additional Series of Bonds issued pursuant to a Supplemental Indenture in accordance with the Indenture.

"Standard & Poor's" shall mean Standard & Poor's Ratings Group, a division of McGraw-Hill Financial Services Company, a corporation organized and existing under the laws of the State of New York, its successors and their assigns.

"State" shall mean the State of Tennessee.

"Supplemental Indenture" shall mean an indenture supplemental to the Indenture authorized pursuant to the Indenture.

"Taxable Bonds" shall mean any Bonds the interest on which is not intended to be excluded from gross income for the holders thereof under federal tax laws.

"Tax Certificate" shall mean any agreement or certificate of the Authority and the Metropolitan Government that the Authority and the Metropolitan Government may execute in order to establish and maintain the excludability from gross income for federal income tax purposes of interest on any Series of Bonds, if applicable.

"Tax-Exempt Bonds" shall mean any Bonds the interest on which is intended to be excluded from gross income for the holders thereof under federal tax laws.

"Team" shall mean MFP Baseball, LLC.

"Team Lease" shall mean any lease agreement now or hereafter executed by the Authority, as lessor, and the Team, as lessee, providing for the use of the Project by the Team.

"Team Lease Payments" shall mean all payments of rent made by the Team to the Authority under the Lease.

"Term Bonds" shall mean the Bonds of a Series, all of which are stated to mature on one date and which are subject to retirement by operation of the Bond Fund established in the Indenture.

"TIF Documents" shall mean (a) that certain tax increment financing note to be issued by MDHA to the Authority; (b) that certain loan agreement between MDHA and the Authority related thereto; and (c) such other documents and agreements as may be executed by MDHA in connection therewith.

“TIF Payments” shall mean all debt service payments made by MDHA to the Authority pursuant to the TIF Documents.

“Trust Estate” or “trust estate” shall mean the property which is subject to the lien of the Indenture or intended to be subject to the lien of the Indenture as therein set forth and summarized herein.

“Trustee” shall mean Regions Bank, an Alabama banking corporation, and its successors in interest.

“Written Request”, with reference to the Authority, shall mean a request in writing signed by an Authorized Authority Representative, and with reference to the Metropolitan Government, shall mean a request in writing signed by an Authorized Metropolitan Government Representative.

Pledge and Assignment

All Bonds issued under the Indenture shall be payable solely from and secured by the pledge of and lien on (i) subject to the limitations set forth in the Indenture, all right, title and interest of the Authority in and to the Team Lease, including any extension or renewal of the term thereof, and Team Lease Payments (except for any rights of the Authority to reimbursement and payment of costs and expenses under the Team Lease, and to exemption from liability, both individual and corporate, under the Team Lease); (ii) all right, title and interest of the Authority and the Metropolitan Government in and to the Sales Tax Rebate Revenues; (iii) all right, title and interest of the Authority in and to the TIF Documents and the TIF Payments; (iv) all right, title and interest of the Metropolitan Government in and to the Non-Tax Revenues, but only to the extent Team Lease Payments, Sales Tax Rebate Revenues and TIF Payments are not sufficient to pay Debt Service on any Debt Service Payment Date; (v) all rents, issues, profits, income and other sums due and to become due under and pursuant to any of the foregoing; (vi) all moneys and securities in any one of the funds or accounts established under the Indenture and (vii) all property which is by the express provisions of the Indenture required to be subject to the lien thereof and any additional property that may, from time to time, be subjected to the lien thereof, by the Authority, by the Metropolitan Government or by anyone in their behalf (collectively, the “Trust Estate”). Notwithstanding the foregoing, Team Lease Payments shall be used solely for the payment of the Debt Service on the Taxable Bonds.

The Bonds are not general obligations of the Authority or the Metropolitan Government but are limited obligations payable solely from the revenues and income which are a part of the Trust Estate and are specifically pledged to such purpose in the manner and to the extent provided in the Indenture. Neither the State nor any political subdivision thereof, including the Authority and the Metropolitan Government, shall be obligated to pay the principal of or interest on the Bonds or other costs incident thereto except from the revenues and receipts pledged therefor, and neither the faith and credit nor the taxing power of the State or any political subdivision thereof, including the Authority and the Metropolitan Government, is pledged to the payment of the principal of or interest on the Bonds or other costs incident thereto. The Authority has no taxing power.

Payment of Bonds

The principal of, premium, if any, and interest on the Bonds shall be payable in any coin or currency of the United States of America which on the respective dates of payment thereof is legal tender for the payment of public and private debts. The principal of and premium, if any, on the Bonds shall be payable at the office of the Trustee, and payment of the interest on each Bond shall be made by the Trustee on each interest payment date to the person appearing on the registration books maintained by the Trustee as the registered owner thereof on the Record Date by check or draft mailed to such registered owner at his address as it appears on such registration books; provided, however, that a registered owner of at least $1,000,000 in principal amount of Bonds may, by written request filed with the Trustee on or before fifteen (15) days prior to the Record Date, receive payment of interest by wire transfer to a United States financial institution located in the continental United States for credit to an account maintained in the name of the registered owner at such financial institution. Any interest on any Bond which is payable but which is not punctually paid or duly provided for (“Defaulted Interest”) shall cease being payable to the Person in whose name such Bond is registered at the close of business on the Record Date and instead shall be payable to the Person in whose name such Bond is registered in the Bond Register at the close of business on a Special Record Date selected by the Trustee and which shall be at least 10 days but not more than 30 days before the date selected by the Trustee for payment of such Defaulted Interest. The Trustee shall give notice by mail of the Special Record Date and date for payment of Defaulted Interest at least 10 days before the Special Record Date. Payment of the principal of and premium, if any, on all Bonds shall be made upon the presentation and surrender of such Bonds as the same shall become due and payable.

Temporary Bonds; Lost, Stolen or Destroyed Bonds

Bonds of any Series may be initially issued in temporary form exchangeable for definitive Bonds of the same Series when ready for delivery. The temporary Bonds shall be of such denomination or denominations, without coupons, as may be determined by the Authority, and may contain such reference to any of the provisions of the Indenture as may be appropriate. Every temporary Bond shall be executed by the Authority and be authenticated by the Trustee upon the same conditions and in substantially the same manner as the definitive Bonds. If the Authority issues temporary Bonds, it will execute and furnish definitive Bonds without delay and thereupon the temporary Bonds may be surrendered for cancellation in exchange therefor at the office of the Trustee, and the Trustee shall authenticate and deliver in exchange for such temporary Bonds an equal aggregate principal amount of definitive Bonds of the same Series and maturity of authorized denominations. Until so exchanged, the temporary Bonds shall be entitled to the same benefits under the Indenture as definitive Bonds authenticated and delivered under the Indenture.

In case any temporary or definitive Bond issued under the Indenture shall become mutilated, or be lost, stolen, or destroyed, the Authority, in its discretion, shall issue, and the Trustee shall authenticate and deliver, a new Bond of like tenor, amount, maturity and date, and bearing the same or a different number, in exchange and substitution for, and upon the cancellation of, the mutilated Bond, or in lieu of and substitution for such lost, stolen or destroyed Bond, or if any such Bond shall be about to mature, instead of issuing a substituted Bond the Authority may pay or authorize payment of such Bond without surrender thereof.

In every case the applicant shall furnish evidence satisfactory to the Authority and the Trustee of the destruction, theft or loss of such Bond, and indemnity satisfactory to the Authority and the Trustee; and the Authority and the Trustee may charge the applicant for the issue of such new Bond an amount sufficient to reimburse the Authority for the expense incurred by it in the issue thereof.

Additional Bonds

The Authority covenants and agrees that no additional Series of Bonds shall be issued under the Indenture except in accordance with the terms and conditions of the Indenture.

Additional Bonds may be issued on a parity and equality of lien on the Trust Estate with existing Bonds if all the following conditions are met:

(1) all of the payments into the respective funds and accounts provided for in the Indenture shall have been made in full to the date of issuance of said Additional Bonds;

(2) the Authority and the Metropolitan Government shall be in substantial compliance with all of the covenants, agreements and terms of the Indenture;

(3) the Additional Bonds shall be issued only for the purpose of providing funds to (i) pay additional Costs of Construction of the Project, or (ii) refund any or all of the Outstanding Bonds; and

(4) either:

A. the Additional Bonds are issued solely for the purpose of refunding any Outstanding Bonds and the refunding results in a reduction in Debt Service payable by the Authority under the Indenture; or

B. following the issuance of the Additional Bonds, the total amount of Non-Tax Revenues collected by the Metropolitan Government during the most recently concluded Fiscal Year of the Metropolitan Government equals or exceeds two (2) times the Maximum Debt Service

Requirement with respect to the Outstanding Bonds under the Indenture and any Additional Secured Indebtedness.

Additional Bonds authorized to be issued under the Indenture shall be in such denomination or denominations, shall contain such variant provisions, if any, as to date, maturity or serial maturities, interest rate or interest rates, redemption terms, sinking fund provisions, if any, and shall be limited to such aggregate principal amount, as shall be set forth in a Supplemental Indenture adopted pursuant to the terms of the Indenture at the time such Additional Bonds are authorized.

So long as no Event of Default shall be continuing under the Indenture, the Authority may issue Additional Bonds under the Indenture pursuant to the provisions and limitations therein set forth for any one or more purposes set forth therein; provided, however, that in no event shall the Authority issue any Additional Bonds under the Indenture if as a result of the issuance thereof the interest on any Outstanding Tax-Exempt Bonds will not be excludable from the gross income of the recipients thereof for federal income tax purposes.

Additional Secured Indebtedness

The Metropolitan Government covenants and agrees that, so long as any Bonds are Outstanding under the Indenture, it will not issue or incur any indebtedness payable from or secured by a pledge of or lien on the Non-Tax Revenues, nor will it pledge the Non-Tax Revenues or create a lien on or security interest in Non-Tax Revenues to secure by indebtedness or obligation of the Metropolitan Government, the Authority, or any other Person, unless all the following conditions are met and in which case, such pledge, lien and/or security interest shall be subordinate to the pledge in favor of the Bonds:

(1) all the payments into the respective funds and accounts provided for in the Indenture, as supplemented, shall have been made in full to the date of issuance of said Additional Secured Indebtedness or the creation of the lien, security interest or pledge described in the Indenture;

(2) the Authority and the Metropolitan Government shall be in substantial compliance with all of the covenants, agreements and terms of the Indenture, as supplemented; and

(3) following the issuance of such additional indebtedness or the creation of such lien, pledge or security interest, the total amount of Non-Tax Revenues collected by the Metropolitan Government during the most recently concluded Fiscal Year of the Metropolitan Government equals or exceeds two (2) times the Maximum Debt Service Requirement with respect to any Bonds Outstanding under the Indenture and all Additional Secured Indebtedness.

The Authority covenants and agrees that so long as any Bonds are Outstanding under the Indenture, it will not issue or incur any indebtedness payable from or secured by a pledge of or lien on the TIF Payments, nor will it pledge the TIF Documents or the TIF Payments or create a lien or security interest in the TIF Documents or TIF Payments to secure any indebtedness or obligation of the Metropolitan Government, the Authority or any other Person.

Ratable Security

All Bonds of all Series from time to time Outstanding under the Indenture shall be equally and ratably secured as to principal, premium, if any, and interest by the Indenture.

Accounts and Investment of Funds

Creation of Bond Funds.

There is created by the Authority and ordered established with the Trustee an irrevocable trust fund to be designated "Sports Authority Ballpark Bond Fund" which shall be used to pay the principal of and interest on the Bonds as provided in the Indenture, and within the Bond Fund, an account for each Series of Tax-Exempt Bonds (a

"Tax-Exempt Account") and a separate account for each Series of Taxable Bonds (a "Taxable Account") issued under the Indenture.

Payments into Bond Fund.

(a) There shall be deposited to the Tax-Exempt Accounts, pro rata among accounts, as and when received, the following:

(i) all Sales Tax Rebate Revenues;

(ii) all TIF Payments; and

(iii) any such other amounts as may be directed by the Authority or the Metropolitan Government.

Notwithstanding the foregoing, at any time when there is no Tax-Exempt Account benefitting from this subsection (a), then all amounts described in this subsection (a) shall instead be deposited to the Taxable Accounts described in subsection (b) below, to be applied pro rata among accounts.

(b) There shall be deposited to the Taxable Accounts of the Bond Fund, pro rata among accounts, as and when received, the Team Lease Payments.

Use of Moneys in Bond Fund; Requisition of Non-Tax Revenues.

Moneys in each account of the Bond Fund described above shall be used first to pay ongoing fees and expenses of the Trustee, Rating Agencies and costs of administration for the Bonds, as and when due, payable pro rata among accounts; and second for the payment of the principal of and interest on the Series of Bonds for which such account was established. On the 15th day preceding each Debt Service Payment Date, the Trustee may transfer funds from one account in excess of that needed to pay ensuing applicable Debt Service to another account having a deficiency in the amount needed to pay ensuing applicable Debt Service. Amounts in the Bond Fund in excess of the amount needed to pay Debt Service on any Principal Payment Date, after making the transfers described in the preceding sentence, shall be transferred first to the Metropolitan Government, in an amount equal to all prior advances of Non-Tax Revenues pursuant to the Indenture as summarized below (which have not theretofore been likewise reimbursed) and then to the Authority to be used for any lawful purpose.

In the event amounts on deposit in the Bond Fund on the 30th day prior to any Debt Service Payment Date are insufficient to provide for the payment of all Debt Service coming due on such Debt Service Payment Date, the Trustee shall immediately notify the Metropolitan Government and the Authority of such event and the amount of such insufficiency that exists in the Bond Fund. If there still remains a deficiency in the Bond Fund as of the 10th day prior to a Debt Service Payment Date, the Trustee shall immediately, and in no event later than the close of business such 10th day prior to the Debt Service Payment Date, notify the Metropolitan Government and the Authority of such remaining deficiency and the amount of such deficiency in the Bond Fund. Upon being so notified by the Trustee of the remaining deficiency, the Metropolitan Government shall deposit to the Bond Fund an amount of Non-Tax Revenues equal to such insufficiency no later than three Business Days prior to such Debt Service Payment Date. Immediately upon receipt of such funds from the Metropolitan Government, the Trustee shall immediately deposit such Non-Tax Revenues into the applicable account(s) of the Bond Fund and shall use such funds on the next Debt Service Payment Date, along with all other funds on deposit therein, to pay principal and interest coming due on such Debt Service Payment Date. In the event other funds become available to the Trustee to pay principal and interest coming due on such Debt Service Payment Date and all or a portion of the Non-Tax Revenues are not applied to the payment of principal and interest, then the Trustee shall transfer such unused Non-Tax Revenues back to the Metropolitan Government not later than the Business Day next following such Debt Service Payment Date.

The Trustee shall make monthly reports to the Authority and the Metropolitan Government of all moneys received and expended by it.

Rebate Fund.

A special trust fund is established with the Trustee and designated as the “Sports Authority Ballpark Rebate Fund". The Trustee is authorized and directed to receive and hold in the Rebate Fund (i) all payments made thereto by the Metropolitan Government or the Authority, and (ii) all earnings on investment of such payments and earnings on reinvestment of such investment earnings. Not later than 60 days after each "computation date" (as defined in the Treasury Regulations relating to Section 148(d) of the Code) the Trustee shall pay to the United States on behalf of the Authority the amount on deposit in the Rebate Fund with respect to the applicable Series of Tax-Exempt Bonds. Moneys and securities held by the Trustee in the Rebate Fund shall not be deemed funds of the Authority and are not pledged or otherwise subject to any security interest in favor of the Bonds.

Trust Funds.

All moneys received by the Trustee and the Metropolitan Government under the provisions of the Indenture shall be trust funds under the terms thereof and shall not be subject to lien or attachments of any creditor of the Authority or the Metropolitan Government except as set forth in the Indenture. Such moneys shall be held in trust and applied in accordance with the provisions of the Indenture.

Investment of Funds.

Any moneys held as part of the Bond Fund and the Rebate Fund shall, to the extent permitted by law, at the oral request, promptly confirmed in writing, of and as specified by the Director of Finance, be invested and reinvested in Authorized Investments. Any such investments shall be held by or under the control of the Trustee for funds held by the Trustee under the Indenture and by and under the control of the Metropolitan Government for funds held by the Metropolitan Government under the Indenture, and shall be deemed at all times a part of the Bond Fund or the Rebate Fund, as the case may be, and the interest accruing thereon and any profit realized from such investments shall be credited to the respective Fund, and in the case of the Bond Fund constitute a credit against the next payment or payments required under the Indenture, and any loss resulting from such investments shall be charged to such Fund. The Trustee, the Authority and the Metropolitan Government, as applicable, are directed to sell and reduce to cash funds a sufficient amount of such investments whenever the cash balance in the Bond Fund is insufficient to pay amounts properly payable therefrom. The Trustee and the Authority covenant that at any time that they have discretion as to investment they will not knowingly use or invest the proceeds of the Bonds in any manner which will cause the Bonds to become arbitrage bonds within the meaning of Section 148 of the Code. The Trustee may make any and all investments permitted under this section through its own Bond Department.

Remaining Amounts in Funds.

Any amounts remaining in the Bond Fund or the Rebate Fund after payment in full of the principal of, interest and premium, if any, on the Bonds (or provision for payment thereof as provided in the Indenture), the fees, charges and expenses of the Trustee and any paying agents and all other amounts required to be paid under the Indenture including rebate to the United States government, shall be promptly paid to the Metropolitan Government.

Covenants of the Authority and the Metropolitan Government

Payment of Bonds.

Subject to certain provisions of the Indenture summarized herein, the Authority covenants that it will promptly pay the principal of and interest on every Bond issued under the provisions of the Indenture at the place, on the dates and in the manner provided in the Indenture and in said Bonds, and any premium required for the retirement of said Bonds by purchase or redemption according to the true intent and meaning thereof, and, on or before each date on which any principal of or premium, if any, or interest on any of the Bonds becomes payable, whether at stated maturity thereof, by call for redemption, by declaration or otherwise, the Authority will irrevocably deposit or cause to be deposited with the Trustee under the trusts of the Indenture, the entire amount necessary to pay all the principal, premium, if any, and interest payable on such date on all Bonds then Outstanding.

Books and Records.

The Authority covenants and agrees to keep or cause to be kept proper books of record and account in which complete and correct entries shall be made of all transactions relating to the receipts, disbursements, allocation and application of the revenues received or disbursed pursuant to the Indenture and amount thereof forwarded to the Trustee, and such books shall be available for inspection by the Authority and the holder of any of the Bonds at reasonable hours and under reasonable conditions.

Maintenance of Non-Tax Revenues.

The Metropolitan Government covenants and agrees that, continuing so long as any Bonds are Outstanding under the Indenture, the Metropolitan Government will maintain Non-Tax Revenues in an amount which equals or exceeds two (2) times the Maximum Debt Service Requirement with respect to the Outstanding Bonds under the Indenture and any Additional Secured Indebtedness.

Representations and Covenants of the Authority as to the Team Lease.

The Authority covenants and agrees that it will not sell, transfer, assign or otherwise dispose of all or any part of its interest in the Team Lease (other than to the Trustee under the Indenture or as specifically authorized pursuant to the provisions of the Team Lease) or assign, transfer or hypothecate (other than to the Trustee under the Indenture) any payments of Team Lease Payments then due or to accrue in the future under the Team Lease. The Authority further covenants and agrees that it will not create or consent to the creation or existence of any mortgage or lien to secure the payment of indebtedness upon the Authority's interest under the Team Lease or the leasehold estate created thereby or any part thereof. The Authority covenants that, upon execution of the Team Lease, and continuing so long as any Bonds are Outstanding under the Indenture, the Authority will be lawfully possessed of the Team Lease Payments payable under the Team Lease; that the Team Lease will be a valid and subsisting demise under the terms therein set forth of the property which it purports to demise; that the Team Lease will be lawfully made by the Team; that the covenants contained in the Team Lease will be valid and binding and not inconsistent with the terms of the Indenture; that the Authority will have good right, full power and lawful authority to grant, bargain and assign, and to transfer in trust, convey and pledge the Team Lease and the Team Lease Payments in the manner and form provided in the Indenture.

The Authority and the Trustee shall without the consent of or notice to the holders of the Outstanding Bonds consent to any amendment, change or modification of the Team Lease as may be required (i) by the provisions of the Team Lease and the Indenture, (ii) for the purpose of curing any ambiguity or formal defect or omission, or (iii) in connection with any other change therein which, in the judgment of the Trustee, is not to the prejudice of the Trustee or the holders of the Bonds.

The Authority further covenants that it will not do or permit anything to be done, or omit or refrain from doing anything in any case where any such act done, or permitted to be done, or any such omission of or refraining from action would or might be a ground for declaring a forfeiture of the Team Lease.

Books and Records of the Metropolitan Government.

The Metropolitan Government will keep books and records of the TIF Payments, Sales Tax Rebate Revenues, and Non-Tax Revenues, in which complete and correct entries shall be made in accordance with generally accepted accounting principles of all transactions relating thereto; any registered owner shall have the right at all reasonable times to inspect all books, records, accounts and data of the Metropolitan Government relating thereto.

The Metropolitan Government shall, within 180 days after the close of each Fiscal Year, cause the books, records and accounts of the Metropolitan Government for such preceding Fiscal Year to be properly audited by independent certified public accountants, and the Metropolitan Government shall mail upon written request, and make available generally, said report or a reasonable summary thereof, to any registered owner at the cost of such registered owner.

Collection and Maintenance of TIF Payments, Sales Tax Rebate Revenues and Non-Tax Revenues.

The Metropolitan Government and/or the Authority shall collect and receive the TIF Payments, the Sales Tax Rebate Revenues, and the Non-Tax Revenues and shall not take any action or permit to be taken any action which would in any way cause the TIF Payments, or the Sales Tax Rebate Revenues to be applied to any purpose other than the payment of Debt Service on the Bonds.

The Authority covenants and agrees that it will not sell, transfer, assign or otherwise dispose of all or any part of its interest in the TIF Documents (other than to the Trustee under the Indenture or as specifically authorized pursuant to the provisions thereof) or assign, transfer or hypothecate (other than to the Trustee under the Indenture) any payments on the TIF Documents then due or to accrue in the future thereunder. The Authority further covenants and agrees that it will not create or consent to the creation or existence of any mortgage or lien to secure the payment of indebtedness upon the Authority's interest in the TIF Documents or any part thereof. The Authority covenants that at all times during which the Bonds are Outstanding it will be lawfully possessed of the TIF Documents; and that the Authority will have good right, full power and lawful authority to grant, bargain and assign, and to transfer in trust, convey and pledge the TIF Documents in the manner and form provided in the Indenture.

The Authority may, without the consent of or notice to the holders of the Outstanding Bonds consent to any amendment, change or modification of the TIF Documents as may be required (i) by the provisions of the TIF Documents and the Indenture, (ii) for the purpose of curing any ambiguity or formal defect or omission, or (iii) in connection with any other change therein which, in the judgment of the Trustee, is not to the prejudice of the Trustee or the holders of the Bonds.

Use of Revenues.

So long as the requirements of the Indenture relating to maintenance of revenues are met, the Metropolitan Government may use and apply the Non-Tax Revenues to such purposes and uses as the Metropolitan Government, acting by and through the Metropolitan Council, shall deem appropriate.

Issuance of Other Obligations Payable Out of TIF Payments, Sales Tax Rebate Revenues and Non-Tax Revenues.

The Metropolitan Government will not issue any other indebtedness or obligations payable from the revenues and income which are a part of the Trust Estate, except as provided in the Indenture, nor voluntarily create or cause to be created any debt, lien, pledge, assignment, encumbrance or any other charge upon any of the Trust Estate except as provided in the Indenture.

Further Assurances.

The Authority and the Metropolitan Government will, at their cost, without expense to the Trustee or the holders of the Bonds, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged, and delivered all and every such further acts, conveyances, mortgages, assignments, transfers and assurances as the Trustee shall require, for the better assuring, conveying, mortgaging, assigning and confirming unto the Trustee the Trust Estate thereby mortgaged, conveyed or assigned or intended so to be, or which the Authority or the Metropolitan Government may be or may hereafter become bound to mortgage, convey or assign to the Trustee, or for carrying out the intention or facilitating the performance of the terms of the Indenture. The Authority and the Metropolitan Government shall execute and deliver such Supplemental Indentures and such further instruments and do such further acts as the Trustee may reasonably require for the better assuring, assigning and confirming to the Trustee the amounts assigned under the Indenture for the payment of the Bonds.

Tax Compliance.

The Authority and the Metropolitan Government covenant that they will restrict the use of the proceeds of any Tax Exempt Bonds in such manner and to such extent, if any, as may be necessary so that the Tax-Exempt Bonds will not constitute arbitrage bonds under Section 148 of the Code. The Chair or Vice-Chair of the Board, the Director of Finance of the Metropolitan Government or any other officer having responsibility for the issuance of such Series of Tax-Exempt Bonds shall give an appropriate certificate of the Authority and the Metropolitan Government, as applicable, for inclusion in the transcript of proceedings for such Series of Tax-Exempt Bonds, setting forth the reasonable expectations regarding the amount and use of all the proceeds of the Series of Tax-Exempt Bonds, the facts, circumstances, and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of interest on the Series of Tax-Exempt Bonds. Each such officer is further authorized to make or effect any election, selection, choice, consent, approval, or waiver on behalf of the Authority with respect to each Series of Tax-Exempt Bonds as the Authority is permitted or required to make or give under the federal income tax laws, for the purposes of assuring, enhancing, or protecting favorable tax treatment or characterization of the Series of Tax-Exempt Bonds or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing the rebate amount or payments of penalties thereon, or making payments in lieu thereof, or obviating such amounts or payments, as determined by such officer. Any such action of such officer shall be in writing and signed by the officer.

The Authority and the Metropolitan Government covenant that they (a) will take or cause to be taken such actions which may be required of them for the interest on each Series of Tax-Exempt Bonds to be and remain excluded from gross income for federal income tax purposes, and (b) will not take or permit to be taken any actions which would adversely affect that exclusion and that they, or persons acting for them, will, among other acts of compliance, (i) apply the proceeds of Tax-Exempt Bonds to the governmental purpose of the borrowing, (ii) restrict the yield on investment property acquired with those proceeds, (iii) make timely rebate or penalty payments to the federal government, (iv) maintain books and records and make calculations and reports and (v) refrain from certain uses of proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code. The Authority is authorized to retain the services of Bond Counsel and is authorized and directed to take any and all actions make calculations and rebate or penalty payments, and make or give reports and certifications, as may be appropriate to assure such exclusion of that interest.

Limitation on Liability.

Anything in the Indenture to the contrary notwithstanding, the performance by the Authority and the Metropolitan Government of all duties and obligations imposed upon them by the Indenture, the exercise by them of all powers granted to them under the Indenture, the carrying out of all covenants, agreements, and promises made by them under the Indenture, and the liability of the Authority and the Metropolitan Government for all warranties and other covenants under the Indenture, shall be limited solely to the Trust Estate, including revenues and receipts which are a part thereof, and neither the Authority nor the Metropolitan Government shall be required to effectuate any of their duties, obligations, powers or covenants under the Indenture except to the extent of the Trust Estate and such revenues and receipts.

Events of Default; Remedies

Events of Default.

An Event of Default shall occur under the Indenture if one or more of the following events shall happen:

(a) if default shall be made in the due and punctual payment of the principal of, or interest or premium (if any) on any Bond when and as the same shall become due and payable;

(b) subject to certain provisions of the Indenture summarized herein, if default shall be made by the Authority or the Metropolitan Government in the performance or observance of any other of the covenants, agreements or conditions on their part in the Indenture or in the Bonds contained, and such default shall have continued for a period of 60 days after written notice thereof specifying such default and requiring the same to be remedied, shall have been given to the Authority and the Metropolitan Government by the Trustee, or to the Authority, the Trustee and the Metropolitan Government by the holders of not less than 25% in aggregate principal amount of the Bonds at the time outstanding; or

(c) if (i) the Authority files a petition in bankruptcy or for composition under any State or Federal bankruptcy or insolvency law, or makes an assignment for the benefit of its creditors or consents to the appointment of a receiver for itself or the whole or any part of its property, or (ii) a court of competent jurisdiction shall enter an order, judgment or decree appointing a receiver of the Authority, of the whole or any part of its property, or approving a petition filed against the Authority seeking the bankruptcy or arrangement or reorganization of the Authority under any applicable law or statute of the United States or the State of Tennessee and such order, judgment or decree shall not be vacated, set aside or stayed within sixty days from the date of the entry thereof, or (iii) under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the Authority or the whole or any substantial part of its property, and such custody or control shall not be terminated within ninety days from the date of assumption of such custody or control, and if as a result of any of the foregoing events described in clauses (i) to (iii) any court, trustee or receiver either (A) asserts jurisdiction over or attempts in any way to obtain possession of any part of the Trust Estate, including the TIF Payments, Sales Tax Rebate Revenues, Non-Tax Revenues, and Team Lease Payments, or (B) seeks to disaffirm or reject any obligations of the Authority under the Indenture or the Bonds.

Rights and Remedies.

The Trustee, in case of the happening of an Event of Default, may, and upon the written request of the holders of not less than 25% in principal amount of the Bonds then outstanding, and upon being indemnified to its satisfaction, shall exercise any or all rights of the Authority under the Lease and the TIF Documents.

The Trustee may proceed to protect and enforce its rights and the rights of the holders of the Bonds under the Indenture by a suit or suits in equity or at law, either for the specific performance of any covenant or agreement contained in the Indenture or in aid of the execution of any power therein granted, or for the enforcement of any other appropriate legal or equitable remedy, as the Trustee, being advised by counsel, may deem most effectual to protect and enforce any of the rights or interests under the Bonds and/or the Indenture. All rights of action under the Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof on any trial or other proceeding relative thereto and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee, and any recovery of judgment shall be for the ratable benefit of the holders of the Bonds.

The Trustee is appointed, and the successive respective holders of the Bonds by taking and holding the same shall be conclusively deemed to have so appointed the Trustee, the true and lawful attorney in fact of the respective holders of the Bonds, with authority to make or file, in the respective names of the holders of the Bonds or on behalf of all holders of the Bonds, as a class, any proof of debt, amendment to proof of debt, petition or other documents; to receive payment of all sums becoming distributable on account thereof; and to execute any other papers and documents and to do and perform any and all acts and things for and in behalf of all holders of the Bonds as a class, as may be necessary or advisable in the opinion of the Trustee. The Trustee shall have full power of substitution and delegation in respect of any such powers. Upon the occurrence of an event of default under the Lease the Trustee may enforce any and all rights of the Authority thereunder.

Application of Moneys.

The proceeds of any remedial action taken pursuant to the Indenture shall be paid to and applied by the Trustee as follows:

(a) To the payment of all reasonable costs and expenses of suit, if any, and the reasonable compensation of the Trustee, its agents, attorneys and counsel, and of all proper expenses, liabilities and advances incurred or made under the Indenture by the Trustee or by any holder or holders of the Bonds, and of all taxes, assessments or liens superior to the lien of these presents;

(b) To the payment to the persons entitled thereto of all installments of interest then due and payable in the order in which such installments become due and payable and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment, ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or preference except as to any difference in the respective rates of interest specified in the Bonds;

(c) To the payment to the persons entitled thereto of the unpaid principal of any of the Bonds which shall have become due and payable (other than Bonds called for redemption for the payment of which moneys are held pursuant to the provisions of the Indenture), in the order of their due dates, with interest on the principal amount of the Bonds at the respective rates specified therein from the respective dates upon which the Bonds became due and payable, and, if the amount available shall not be sufficient to pay in full the principal of the Bonds due and payable on any particular date, together with the interest, then to the payment first of the interest, ratably, according to the amount of the interest due on that date, and then to the payment of the principal, ratably, according to the amount of the principal due on that date, to the persons entitled thereto without any discrimination.

(d) To the payment of the surplus, if any, to the Metropolitan Government, their successors and assigns, or to whomsoever may be lawfully entitled to receive the same.

No Waivers.

No delay or omission of the Trustee or of any holder of any of the Bonds to exercise any right or power arising from any default on the part of the Authority shall exhaust or impair any such right or power or prevent its exercise during the continuance of such default. No waiver by the Trustee or Bondholders of any such default, whether such waiver be full or partial, shall extend to or be taken to affect any subsequent default, or to impair the rights resulting therefrom, except as may be otherwise provided in the Indenture. No remedy under the Indenture is intended to be exclusive of any other remedy but each and every remedy shall be cumulative and in addition to any and every other remedy given under the Indenture or otherwise existing.

Limitation on Suits.

No Bondholder shall have any right to institute or prosecute any suit or proceeding at law or in equity for the foreclosure of the Indenture, for the appointment of a receiver of the Trust Estate, or for the enforcement of any of the provisions of the Indenture or of any remedies under the Indenture in respect to the Trust Estate unless (a) the holders of twenty-five per cent (25%) in aggregate principal amount of the Bonds then outstanding have requested the Trustee in writing to take such action; (b) the holders of the Bonds shall have offered to the Trustee such reasonable indemnity as it may require against the costs, expenses and liabilities to be incurred therein or thereby, and (c) the Trustee shall have neglected for 60 days after its receipt of such written notice and offer of indemnity to take such action; provided, however, that the right of any holder of any Bond to receive payment of the principal thereof and/or premium, if any, and/or interest thereon on or after the respective due dates expressed therein or to institute suit for the enforcement of any such payment shall not be impaired or affected without the consent of such holder.

Metropolitan Government's Authority to Perform Authority's Covenants.

With regard to any alleged default concerning which notice is given to the Metropolitan Government under the provisions of the Indenture, the Authority grants the Metropolitan Government full authority for the account of the Authority to perform any covenant or obligation alleged in said notice to constitute a default, in the name and stead of the Authority, with full power to do any and all things and acts to the same extent that the Authority could do and perform any such things and acts and with power of substitution.

The Trustee

Reports of Trustee.

Not more than two months after the close of each Fiscal Year of the Authority, the Trustee shall furnish to the Authority and the Metropolitan Government a complete financial statement covering receipts, disbursements, allocation and application of revenues for such Fiscal Year accruing to the Trust Estate and dates and amount thereof forwarded to the Trustee for such Fiscal Year. The Trustee shall at all times have access to the books and records of the Authority. The records of the Trustee pertaining to the Bonds shall be available to and open for inspection by the Authority or any Bondholder upon reasonable notice and the Authority covenants that it shall promptly furnish the Trustee such additional information as is deemed necessary by the Trustee to carry out the provisions of the Indenture and the trust created thereby.

Acceptance of Trust and Obligations.

The Trustee shall, prior to an Event of Default, and after the curing of all such events of default which may have occurred, perform such duties and only such duties as are specifically set forth in the Indenture. The Trustee shall, during the existence of any such event of default (which has not been cured) exercise such rights and powers vested in it by the Indenture and may in its discretion, but shall have no affirmative duty to, take such other actions as it deems to be in the best interest of the Bondholders, exercising such discretion with the same degree of care and skill in their exercise as a prudent man would exercise or use under the circumstances in the conduct of his own affairs.

No provision of the Indenture shall be construed to relieve the Trustee from liability for its own willful misconduct or gross negligence, except that,

(a) prior to such an event of default under the Indenture and after the curing of all such events of default which may have occurred, in the absence of bad faith on the part of the Trustee, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon any Officers' Certificate, certificate of Authorized Authority Representative, Authorized Metropolitan Government Representative or Opinion of Counsel furnished to the Trustee and believed by it to be genuine and executed by the person or persons authorized to furnish the same, unless the Trustee knows that the matters upon which the certificate or opinion is based are erroneous; and

(b) at all times, regardless of whether or not any such event of default shall exist:

(1) The Trustee shall not be liable for any error of judgment made in good faith by a Responsible Officer or Officers of the Trustee unless the Trustee was guilty of willful misconduct or grossly negligent in ascertaining or failing to ascertain the pertinent facts; and

(2) The Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the holders of not less than a majority (or such lesser or greater percentage as is specifically required or permitted by the Indenture) in aggregate principal amount of all Bonds at the time outstanding relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee.

Money Held in Trust.

All moneys received by the Trustee shall, until used or applied as in the Indenture provided, be held in trust for the purposes for which they were received, but need not be segregated from other funds except to the extent required by law. The Trustee shall be under no liability for interest on any moneys received by it under the Indenture except such as it may agree with the Authority to pay thereon.

Trustee's Fees and Expenses.

The Trustee shall be entitled to payment of fees for its services rendered under the Indenture and reimbursement of all reasonable advances, reasonable counsel fees and reasonable expenses, and other costs made or incurred by the Trustee in connection with its services and/or its capacity as Trustee or resulting therefrom. When the Trustee incurs fees and expenses or renders services after the occurrence of bankruptcy or insolvency proceedings with respect to the Lessee, the expenses and the compensation for the services are intended to constitute expenses of administration under any federal or state bankruptcy, insolvency, arrangement, moratorium, reorganization or other debtor relief law. The Authority shall have no liability to pay any fees, charges or other expenses of the Trustee hereinabove mentioned except from the amounts pledged under the Indenture. If any property, other than cash, shall at any time be held by the Trustee subject to the Indenture, or any supplemental indenture, as security for the Bonds, the Trustee, if and to the extent authorized by a receivership, bankruptcy or other court of competent jurisdiction or by the instrument subjecting such property to the provisions of the Indenture as such security for the Bonds, shall be entitled to make advances for the purpose of preserving such property or of discharging tax liens or other prior liens or encumbrances thereon. The obligations of the Authority under this section to compensate the Trustee for services and to pay or reimburse the Trustee for expenses, disbursements, liabilities and advances shall constitute additional indebtedness under the Indenture. Such additional indebtedness shall while an Event of Default under the Indenture is continuing have priority over the Bonds in respect of all property and funds held or collected by the Trustee as such.

Requirements of Trustee.

There shall at all times be a trustee under the Indenture which shall be a corporation organized and doing business under the laws of the United States or any State authorized under such laws to exercise corporate trust powers, having a reported capital and surplus of at least $100,000,000, subject to supervision or examination by federal or state authority and acceptable to the Credit Facility Issuer, if any. If such corporation 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 section the combined capital and surplus of such corporation shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. In case at any time the Trustee shall cease to be eligible in accordance with the provisions of this section, the Trustee shall resign immediately in the manner and with the effect specified in the Indenture.

Resignation or Incapacity of Trustee.

The Trustee may at any time resign by giving written notice by first class mail to the Authority, the Metropolitan Government, and the registered owner of each Bond. Upon receiving such notice of resignation, the Authority, with the prior written approval of the Metropolitan Government, shall promptly appoint a successor trustee by an instrument in writing executed by order of its Board of Directors. If no successor trustee shall have been so appointed and have accepted appointment within 30 days after the mailing of such notice of resignation, the resigning trustee may petition any court of competent jurisdiction for the appointment of a successor trustee, or any Bondholder who has been a bona fide holder of a Bond or Bonds for at least six months may, on behalf of himself and others similarly situated, petition any such court for the appointment of a successor trustee. Such court may thereupon, after such notice, if any, as it may deem proper and prescribe, appoint a successor trustee who must be acceptable to the Metropolitan Government.

In case at any time any of the following shall occur:

(1) The Trustee shall cease to be eligible in accordance with the provisions of the Indenture and shall fail to resign after written request therefor by the Authority or by any Bondholder who has been a bona fide holder of a Bond or Bonds for at least six months, or

(2) The Trustee shall become incapable of acting or shall be adjudged a bankrupt or insolvent or a receiver of the Trustee or of its property shall be appointed, or any public officer shall take charge or control of the Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation,

then in any such case, the Authority may remove the Trustee and, with the prior written approval of the Metropolitan Government, appoint a successor trustee by an instrument in writing executed by order of its Board of Directors, or any such Bondholder may, on behalf of himself and all others similarly situated, petition any court of competent jurisdiction for the removal of the Trustee and the appointment of a successor trustee. Such court may thereupon, after such notice, if any, as it may deem proper and prescribe, remove the Trustee and appoint a successor trustee.

The holders of a majority in aggregate principal amount of all the Bonds at the time outstanding may at any time remove the Trustee and appoint a successor trustee, who must be acceptable to the Metropolitan Government, by an instrument or concurrent instruments in writing signed by such Bondholders.

Any resignation or removal of the Trustee and appointment of a successor trustee pursuant to any of the provisions of this section shall become effective upon acceptance of appointment by the successor trustee as provided in the Indenture.

Concerning Successor Trustee.

Any successor trustee appointed as provided in the Indenture shall execute, acknowledge and deliver to the Authority and to its predecessor trustee an instrument accepting such appointment under the Indenture, and thereupon the resignation or removal of the predecessor trustee shall become effective and such successor trustee, without any further act, deed or conveyance, shall become vested with all the rights, powers, trusts, duties and obligations of its predecessor in the trusts under the Indenture, with like effect as if originally named as trustee in the Indenture; but, nevertheless, on the Written Request of the Authority or the request of the successor trustee, the Trustee ceasing to act shall execute and deliver an instrument transferring to such successor trustee, upon the trusts expressed in the Indenture, all the rights, powers and trusts of the Trustee so ceasing to act. Upon request of any such successor trustee, the Authority shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor trustee all such rights, powers and duties. Any trustee ceasing to act shall, nevertheless, retain a lien upon all property or funds held or collected by such trustee to secure the amounts due it as compensation, reimbursement, expenses and indemnity afforded to it by the Indenture.

No successor trustee shall accept appointment as provided in the Indenture unless at the time of such acceptance such successor trustee shall be eligible under the provisions of the Indenture.

Upon acceptance of appointment by a successor trustee as provided in the Indenture, the Authority shall give written notice by first class mail to each Bondholder and to the Metropolitan Government of the succession of such trustee to the trusts under the Indenture. If the Authority fails to give such notice within ten days after acceptance of appointment by the successor trustee, the successor trustee shall cause such notice to be so mailed at the expense of the Authority.

No Filings for Successor Trustee.

Any corporation into which the Trustee may be merged or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which the Trustee shall be a party, or any corporation succeeding to the business of the Trustee, shall be the successor of the Trustee under the Indenture without the execution or filing of any paper or any further act on the part of any of the parties to the Indenture, anything in the Indenture to the contrary notwithstanding, provided that such successor trustee shall be eligible under the provisions of the Indenture; provided, however, notice of such merger shall be given to the Metropolitan Government and upon request of the Metropolitan Government, such trustee or successor trustee shall resign.

Supplemental Indentures

Supplemental Indentures Not Requiring Consent of Holders.

The Authority, when authorized by resolution of its Board of Directors, and the Metropolitan Government, when authorized by resolution or ordinance of the Metropolitan County Council, and the Trustee from time to time and at any time, subject to the conditions and restrictions in the Indenture contained, may enter into an indenture or indentures supplemental thereto, which indenture or indentures thereafter shall form a part of the Indenture, for any one or more or all of the following purposes:

(a) to add to the covenants and agreements of the Authority and the Metropolitan Government in the Indenture contained, other covenants and agreements thereafter to be observed or to surrender any right or power in the Indenture reserved or conferred upon the Authority or the Metropolitan Government;

(b) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective or inconsistent provision contained in the Indenture, or in regard to matters or questions arising under the Indenture, as the Authority may deem necessary or desirable and not inconsistent with the Indenture and which shall not adversely affect the interests of the holders of the Bonds;

(c) to subject, describe or redescribe any property subjected or to be subjected to the lien of the Indenture;

(d) to modify, amend or supplement the Indenture or any indenture supplemental thereto in such manner as to permit the qualification thereof under the Trust Indenture Act of 1939 or any similar federal statute hereafter in effect, and, if they so determine, to add to the Indenture or any indenture supplemental thereto such other terms, conditions and provisions as may be permitted by said Trust Indenture Act of 1939 or similar federal statute;

(e) to provide for additional Series of Bonds to the extent permitted by the Indenture; and

(f) in connection with any other change which, in the judgment of the Trustee, is not to the prejudice of the Trustee or the holders of the Bonds.

Any Supplemental Indenture authorized by the provisions of this section may be executed by the Authority, the Metropolitan Government and the Trustee without the consent of the holders of any of the Bonds at the time outstanding, notwithstanding any of the provisions of the section below, but the Trustee shall not be obligated to enter into any such Supplemental Indenture which affects the Trustee's own rights, duties or immunities under the Indenture or otherwise.

Supplemental Indentures Requiring Consent of Holders.

With the consent (evidenced as provided in the Indenture) of the holders of not less than 66-2/3% in aggregate principal amount of the Bonds at the time outstanding, the Authority, when authorized by a resolution of its Board of Directors, and the Metropolitan Government when authorized by resolution or ordinance of the Metropolitan County Council and the Trustee may from time to time and at any time enter into an indenture or indentures supplemental thereto for the purposes of adding any provisions to or changing in any manner or eliminating any of the provisions of the Indenture or of any Supplemental Indenture and/or providing for additional Series of Bonds to the extent permitted by the Indenture; provided, however, that no such Supplemental Indenture shall (1) extend the fixed maturity of the Bonds or reduce the rate of interest thereon or extend the time of payment of such interest, or reduce the amount of the principal thereof, or reduce any premium payable on the redemption thereof, without the consent of the holder of each Bond so affected, or (2) reduce the aforesaid percentage of holders of Bonds required to approve any such Supplemental Indenture, or (3) permit the creation of any lien on the properties assigned under the Indenture prior to or on a parity with the lien of the Indenture (except for the issuance of Additional Bonds permitted under the Indenture) or deprive the holders of the Bonds of the lien created by the Indenture upon said properties, without the consent of the holders of all the Bonds then Outstanding. Upon receipt by the Trustee of a Certified Resolution authorizing the execution of any such Supplemental Indenture, and upon the filing with the Trustee of evidence of the consent of Bondholders, as aforesaid, the Trustee shall join with the Authority and the Metropolitan Government in the execution of such Supplemental Indenture unless such Supplemental Indenture affects the Trustee's own rights, duties or immunities under the Indenture or otherwise, in which case the Trustee may in its discretion, but shall not be obligated to, enter into such Supplemental Indenture.

It shall not be necessary for the consent of the Bondholders under this section to approve the particular form of any proposed Supplemental Indenture, but it shall be sufficient if such consent shall approve the substance thereof.

Effect of Supplemental Indenture.

Upon the execution of any Supplemental Indenture pursuant to the provisions of the Indenture, the Indenture shall be and be deemed to be modified and amended in accordance therewith and the respective rights, duties and obligations under the Indenture of the Authority, the Trustee the Metropolitan Government and all holders of Bonds outstanding thereunder shall thereafter be determined, exercised and enforced under the Indenture subject in all respects to such modifications and amendments, and all the terms and conditions of any such supplemental indenture shall be and be deemed to be part of the terms and conditions of the Indenture for any and all purposes.

Defeasance; Unclaimed Moneys

Discharge of Indebtedness.

If the Authority shall pay and discharge the entire indebtedness on all or any portion of any Series of Bonds outstanding under the Indenture in any one or more of the following ways:

A. By paying or causing to be paid the principal of (including redemption premium, if any) and interest on all or any portion of any Series of Bonds outstanding under the Indenture, as and when the same become due and payable;

B. By depositing or causing to be deposited with the Trustee or with an escrow agent with the same qualifications required of a trustee under the Indenture, in trust, at or before the date of maturity or redemption, sufficient money or Government Obligations the principal of and interest on which, when due and payable, will provide sufficient moneys to pay or redeem all or any portion of any Series of Bonds Outstanding under the Indenture and to pay interest thereon until the maturity or redemption date; and/or

C. By delivering to the Trustee, for cancellation by it, all or any Series of Bonds outstanding under the Indenture;

and if the Authority shall also pay or cause to be paid all other sums payable under the Indenture by the Authority with respect to all or any portion of any Series of Bonds, then and in that case the Indenture shall cease, determine and become null and void with respect to all or such portion of such Series of Bonds, and thereupon the Trustee shall, upon Written Request of the Authority, and upon receipt by the Trustee of an Officers' Certificate of the Authority and an Opinion of Counsel, each stating that in the opinion of the signers all conditions precedent to the satisfaction and discharge of the Indenture with respect to all or any portion of such Series of Bonds have been complied with, forthwith execute proper instruments acknowledging satisfaction of and discharging the Indenture with respect to all or any portion of such Series of Bonds. The satisfaction and discharge of the Indenture shall be without prejudice to the rights of the Trustee to charge and be reimbursed by the Authority for any expenditures which it may thereafter incur in connection with the Indenture.

The Authority may at any time surrender to the Trustee for cancellation by it any Bonds previously authenticated and delivered under the Indenture which the Authority may have acquired in any manner whatsoever, and such Bonds, upon such surrender and cancellation, shall be deemed to be paid and retired.

Termination of Liability.

Upon the deposit with the Trustee, in trust, at or before maturity, of moneys or Government Obligations in the necessary amount to pay or redeem all or any Series of Bonds outstanding under the Indenture (whether upon or prior to their maturity or the redemption date of such Bonds), and to pay interest thereon until the maturity or redemption date provided that if such Bonds are to be redeemed prior to the maturity thereof notice of such redemption shall have been given as in the Indenture provided or provisions satisfactory to the Trustee shall have been made for the giving of such notice, all liability of the Authority in respect of such Bonds shall cease, terminate and be completely discharged and the holders thereof shall thereafter be entitled only to payment out of the money or Government Obligations deposited with the Trustee as aforesaid for their payment, subject, however, to the provisions of this section.

Unclaimed Moneys.

Notwithstanding any provisions of the Indenture, any moneys deposited with the Trustee or any other paying agent in trust for the payment of the principal of, or interest or premium on, any Bonds and remaining unclaimed for five (5) years after the principal of all the Bonds outstanding under the Indenture has become due and payable (whether at maturity or upon call for redemption or by declaration as provided in the Indenture), shall then be repaid to the Authority and the holders of such Bonds shall thereafter be entitled to look only to the Authority for repayment thereof, and all liability of the Trustee or any other paying agent with respect to such moneys shall thereupon cease; provided, however, that before the repayment of such moneys to the Authority as aforesaid, the Trustee or other paying agent, as the case may be, may first mail by registered or certified mail to each Bondholder for whom unclaimed money is being held at the address of such Bondholder as shown on the registration books maintained by the Trustee a notice, in such form as may be deemed appropriate by the Trustee or such paying agent, in respect of the Bonds so payable and not presented and in respect of the provisions relating to the repayment to the Authority of the moneys held for the payment thereof. In the event of the repayment of any such moneys to the Authority as aforesaid, the holders of the Bonds in respect to which such moneys were deposited shall thereafter be deemed to be unsecured creditors of the Authority for amounts equivalent to the respective amounts deposited for the payment of such Bonds and so repaid to the Authority (without interest thereon). Notwithstanding the foregoing, the Trustee shall, upon the Written Request of the Authority, repay such moneys to the Authority at any time earlier than five years if failure to repay such moneys to the Authority within such earlier period shall give rise to the operation of any escheat statute under applicable state law.

Miscellaneous Provisions.

No Recourse Against Directors and Metropolitan Government.

No recourse under or upon any obligation, covenant or agreement contained in the Indenture, or in any Bond secured by the Indenture, or under any judgment obtained against the Authority, or the Metropolitan Government or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any constitution or statute or otherwise or under any circumstances, under or independent of the Indenture, shall be had against any incorporator, member, director or officer, as such, past, present or future, of the Authority, or the Metropolitan Government either directly or through the Authority or the Metropolitan Government, or otherwise, for the payment for or to the Authority or the Metropolitan Government or any receiver thereof, or for or to the holder of any Bond issued under the Indenture or otherwise, of any sum that may be due and unpaid by the Authority upon any such Bond. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such incorporator, member, director or officer, as such, to respond by reason of any act or omission on his part or otherwise, for the payment for or to the Authority or the Metropolitan Government or any receiver thereof, or for or to the holder of any Bond issued under the Indenture or otherwise, of any sum that may remain due and unpaid upon the Bonds secured by the Indenture or any of them, is expressly waived and released as a condition of and consideration for the execution of the Indenture and the issue of such Bonds.

No Liability of the Metropolitan Government.

The Metropolitan Government shall not in any event be liable for the payment of the principal of, premium, if any, or interest on any of the Bonds issued under the Indenture except to the extent of the Pledged Revenues, or for the performance of any pledge, mortgage, obligation or agreement of any kind whatsoever in the Indenture or indebtedness by the Authority, and none of the Bonds of the Authority issued under the Indenture or any of its agreements or obligations in the Indenture or otherwise shall be construed to constitute an indebtedness of Metropolitan Government within the meaning of any constitutional or statutory provision whatsoever.

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