



Loudon County Commission Workshop

Loudon, Tennessee

Monday, March 16, 2026

Courthouse Annex

6:00 pm

AGENDA

To provide public comment, prior to the start of the meeting please write your name on the sign-up sheet located on the podium for the Public Hearing

- 1) General Public Comments
- 2) Loudon County Codes Enforcement Director – Jim Jenkins
 - A) A RESOLUTION AMENDING THE ZONING MAP OF LOUDON COUNTY, TENNESSEE, PURSUANT TO CHAPTER SEVEN, §13-7-105 OF THE TENNESSEE CODE ANNOTATED, TO REZONE FROM A-1, AGRICULTURE FORESTRY DISTRICT TO A-2, RURAL RESIDENTIAL DISTRICT. LOUDON COUNTY TAX MAP 038, PARCEL 017.01, LOCATED HWY 72 NORTH, LOUDON COUNTY, TN, SITUATED IN THE 4TH LEGISLATIVE DISTRICT
Approved – 9 / Disapproved – 0 by Planning Commission
 - B) A RESOLUTION AMENDING THE ZONING MAP OF LOUDON COUNTY, TENNESSEE, PURSUANT TO CHAPTER SEVEN, §13-7-105 OF THE TENNESSEE CODE ANNOTATED, TO REZONE FROM A-1, AGRICULTURE FORESTRY DISTRICT TO A-2, RURAL RESIDENTIAL DISTRICT. LOUDON COUNTY TAX MAP 035, PARCEL 009.00, LOCATED 8002 JACKSON BEND RD, LOUDON COUNTY, TN, SITUATED IN THE 3RD LEGISLATIVE DISTRICT APPROXIMATELY (1) THREE ACRE LOT
Approved – 9 / Disapproved – 0 by Planning Commission
 - C) A RESOLUTION AMENDING THE ZONING MAP OF LOUDON COUNTY, TENNESSEE, PURSUANT TO CHAPTER SEVEN, §13-7-105 OF THE TENNESSEE CODE ANNOTATED, TO REZONE FROM A-1, AGRICULTURE FORESTRY DISTRICT TO A-3, DEVELOPING AGRICULTURE DISTRICT. LOUDON COUNTY TAX MAP 039, PARCEL 123.00, LOCATED 9492 PROSPECT CHURCH RD, LOUDON COUNTY, TN, SITUATED IN THE 1ST LEGISLATIVE DISTRICT APPROXIMATELY (1) TWO ACRE LOT
Approved – 9 / Disapproved – 0 by Planning Commission

D) A RESOLUTION AMENDING THE ZONING MAP OF LOUDON COUNTY, TENNESSEE, PURSUANT TO CHAPTER SEVEN, §13-7-105 OF THE TENNESSEE CODE ANNOTATED, TO REZONE FROM A-1, AGRICULTURE FORESTRY DISTRICT TO A-3, DEVELOPING AGRICULTURE DISTRICT. LOUDON COUNTY TAX MAP 032, PARCEL 044.00, LOCATED 1891 OLD KINGSTON RD, LOUDON COUNTY, TN, SITUATED IN THE 5TH LEGISLATIVE DISTRICT APPROXIMATELY (1) TWO ACRE LOT

Approved - 9 / Disapproved - 0 by Planning Commission

E) A RESOLUTION AMENDING THE ZONING MAP OF LOUDON COUNTY, TENNESSEE, PURSUANT TO CHAPTER SEVEN, §13-7-105 OF THE TENNESSEE CODE ANNOTATED, TO REZONE FROM A-1, AGRICULTURE FORESTRY DISTRICT TO CFD COMMUNITY FACILITES DISTRICT, LOUDON COUNTY TAX MAP 031, PARCEL 047.00, & TAX MAP 039, PARCELS 026.00 & 029.00, LOCATED 21884 HWY 72 N, LOUDON COUNTY, TN SITUATED IN THE 1ST LEGISLATIVE DISTRICT

Approved - 9 / Disapproved - 0 by Planning Commission

F) A RESOLUTION AMENDING THE ZONING MAP OF LOUDON COUNTY, TENNESSEE, PURSUANT TO CHAPTER SEVEN, §13-7-105 OF THE TENNESSEE CODE ANNOTATED, TO REZONE FROM A-1, AGRICULTURE FORESTRY DISTRICT TO A-2, RURAL RESIDENTIAL DISTRICT & A-1, AGRICULTURE FORESTRY DISTRICT TO A-3 DEVELOPING AGRICULTURE DISTRICT LOUDON COUNTY TAX MAP 036, PARCEL 076.00, LOCATED ANTIOCH CHURCH RD EAST, LOUDON COUNTY, TN, SITUATED IN THE 3RD LEGISLATIVE DISTRICT APPROXIMATELY (1) 2.75 ACRE LOT & (1) ONE ACRE LOT

Approved - 9 / Disapproved - 0 by Planning Commission

G) A RESOLUTION AMENDING THE ZONING MAP OF LOUDON COUNTY, TENNESSEE, PURSUANT TO CHAPTER SEVEN, §13-7-105 OF THE TENNESSEE CODE ANNOTATED, TO REZONE FROM A-1, AGRICULTURE FORESTRY DISTRICT TO A-2, RURAL RESIDENTIAL DISTRICT & A-1, AGRICULTURE FORESTRY DISTRICT TO A-3 DEVELOPING AGRICULTURE DISTRICT LOUDON COUNTY TAX MAP 052, PARCELS 079.00, 080.00 & 080.01, LOCATED KIMBRELL RD, LOUDON COUNTY, TN, SITUATED IN THE 3RD LEGISLATIVE DISTRICT APPROXIMATELY (1) THREE ACRE LOT & (2) ONE ACRE LOTS

Approved - 9 / Disapproved - 0 by Planning Commission

H) A RESOLUTION AMENDING THE ZONING MAP OF LOUDON COUNTY, TENNESSEE, PURSUANT TO CHAPTER SEVEN, §13-7-105 OF THE TENNESSEE CODE ANNOTATED, TO REZONE FROM A-1, AGRICULTURE FORESTRY DISTRICT TO A-2, RURAL RESIDENTIAL DISTRICT. LOUDON COUNTY TAX MAP 079, PARCEL 106.00 LOCATED 881 COPERD, LOUDON COUNTY, TN, SITUATED IN THE 3RD LEGISLATIVE DISTRICT APPROXIMATELY (1) THREE ACRE LOT
Approved - 9 / Disapproved - 0 by Planning Commission

I) A RESOLUTION AMENDING THE ZONING MAP OF LOUDON COUNTY, TENNESSEE, PURSUANT TO CHAPTER SEVEN, §13-7-105 OF THE TENNESSEE CODE ANNOTATED, TO REZONE FROM A-2, RURAL RESIDENTIAL DISTRICT TO A-3, DEVELOPING AGRICULTURE DISTRICT. LOUDON COUNTY TAX MAP 010, PARCEL 179.00, LOCATED 3531 HWY 70 EAST, LOUDON COUNTY, TN, SITUATED IN THE 5TH LEGISLATIVE DISTRICT APPROXIMATELY (1) ONE ACRE LOT
Approved - 9 / Disapproved - 0 by Planning Commission

3) Commissioner - Van Shaver

A) Update on Lenoir City annexation outside the UGB

4) Director of Accounts and Budgets - Erin Rice

A) Budget Recommendations

B) Mark Clinton - TASS Superintendent

1) Consideration of a Resolution to issue Water and Sewer Revenue Bonds not to exceed \$ 20,500,000

RESOLUTION _____

**A RESOLUTION AMENDING THE ZONING MAP OF LOUDON COUNTY, TENNESSEE,
PURSUANT TO CHAPTER SEVEN, §13-7-105 OF THE TENNESSEE CODE ANNOTATED,
TO REZONE FROM A-1, AGRICULTURE FORESTRY DISTRICT TO
A-2, RURAL RESIDENTIAL DISTRICT.
LOUDON COUNTY TAX MAP 038, PARCEL 017.01,
LOCATED HWY 72 NORTH, LOUDON COUNTY, TN,
SITUATED IN THE 4TH LEGISLATIVE DISTRICT**

WHEREAS, the Loudon County Commission, in accordance with Chapter Seven, §13-7-105 of the Tennessee Code Annotated, may from time to time, amend the number, shape, boundary, area or any regulation of or within any district or districts, or any other provision of any zoning resolution, and

WHEREAS, the Regional Planning Commission has forwarded a recommendation regarding the amendment to the Zoning Map of Loudon County, Tennessee,

WHEREAS, a notice of public hearing and a description of the resolution appeared in, The Daily Edition on January 19, 2026 consistent with the provisions of Tennessee Code Annotated, §13-7-105, and

NOW, THEREFORE, BE IT RESOLVED by the Loudon County Commission that the Zoning Map of Loudon County, Tennessee be amended as follows:

Located Hwy 72 North, situated in the 4th Legislative District, referenced by Tax Map 038, Parcel 017.01, to be rezoned from A-1 (Agriculture Forestry District) to A-2 (Rural Residential District).

BE IT FINALLY RESOLVED, that this Resolution shall take effect immediately, the public welfare requiring it.

ATTEST

LOUDON COUNTY CHAIRMAN

DATE: _____

APPROVED: LOUDON COUNTY MAYOR

The votes on the question of approval of this Resolution by the Planning Commission are as follows:

APPROVED: _____

DISAPPROVED: _____

ABSTAINED: _____

**ATTEST: SECRETARY LOUDON COUNTY
REGIONAL PLANNING COMMISSION**

Dated:

RESOLUTION NO. _____

ILLUSTRATION ATTACHMENT

REZONE FROM A-1 (AGRICULTURE FORESTRY DISTRICT)
TO A-2 (RURAL RESIDENTIAL DISTRICT).
REFERENCED BY LOUDON COUNTY TAX MAP 038, PARCEL 017.01,
LOCATED AT HWY 72 NORTH, LOUDON COUNTY, TN,
SITUATED IN THE 4TH LEGISLATIVE DISTRICT



RESOLUTION _____

**A RESOLUTION AMENDING THE ZONING MAP OF LOUDON COUNTY, TENNESSEE,
PURSUANT TO CHAPTER SEVEN, §13-7-105 OF THE TENNESSEE CODE ANNOTATED,
TO REZONE FROM A-1, AGRICULTURE FORESTRY DISTRICT TO
A-2, RURAL RESIDENTIAL DISTRICT.
LOUDON COUNTY TAX MAP 035, PARCEL 009.00,
LOCATED 8002 JACKSON BEND RD, LOUDON COUNTY, TN,
SITUATED IN THE 3RD LEGISLATIVE DISTRICT
APPROXIMATELY (1) THREE ACRE LOT**

WHEREAS, the Loudon County Commission, in accordance with Chapter Seven, §13-7-105 of the Tennessee Code Annotated, may from time to time, amend the number, shape, boundary, area or any regulation of or within any district or districts, or any other provision of any zoning resolution, and

WHEREAS, the Regional Planning Commission has forwarded a recommendation regarding the amendment to the Zoning Map of Loudon County, Tennessee,

WHEREAS, a notice of public hearing and a description of the resolution appeared in, The Daily Edition on January 19, 2026 consistent with the provisions of Tennessee Code Annotated, §13-7-105, and

NOW, THEREFORE, BE IT RESOLVED by the Loudon County Commission that the Zoning Map of Loudon County, Tennessee be amended as follows:

Located 8002 Jackson Bend Rd, situated in the 3rd Legislative District, referenced by Tax Map 035, Parcel 009.00 to be rezoned from A-1 (Agriculture Forestry District) to A-2 (Rural Residential District). Approximately (1) three acre lot.

BE IT FINALLY RESOLVED, that this Resolution shall take effect immediately, the public welfare requiring it.

ATTEST

LOUDON COUNTY CHAIRMAN

DATE: _____

APPROVED: LOUDON COUNTY MAYOR

The votes on the question of approval of this Resolution by the Planning Commission are as follows:

APPROVED: _____

DISAPPROVED: _____

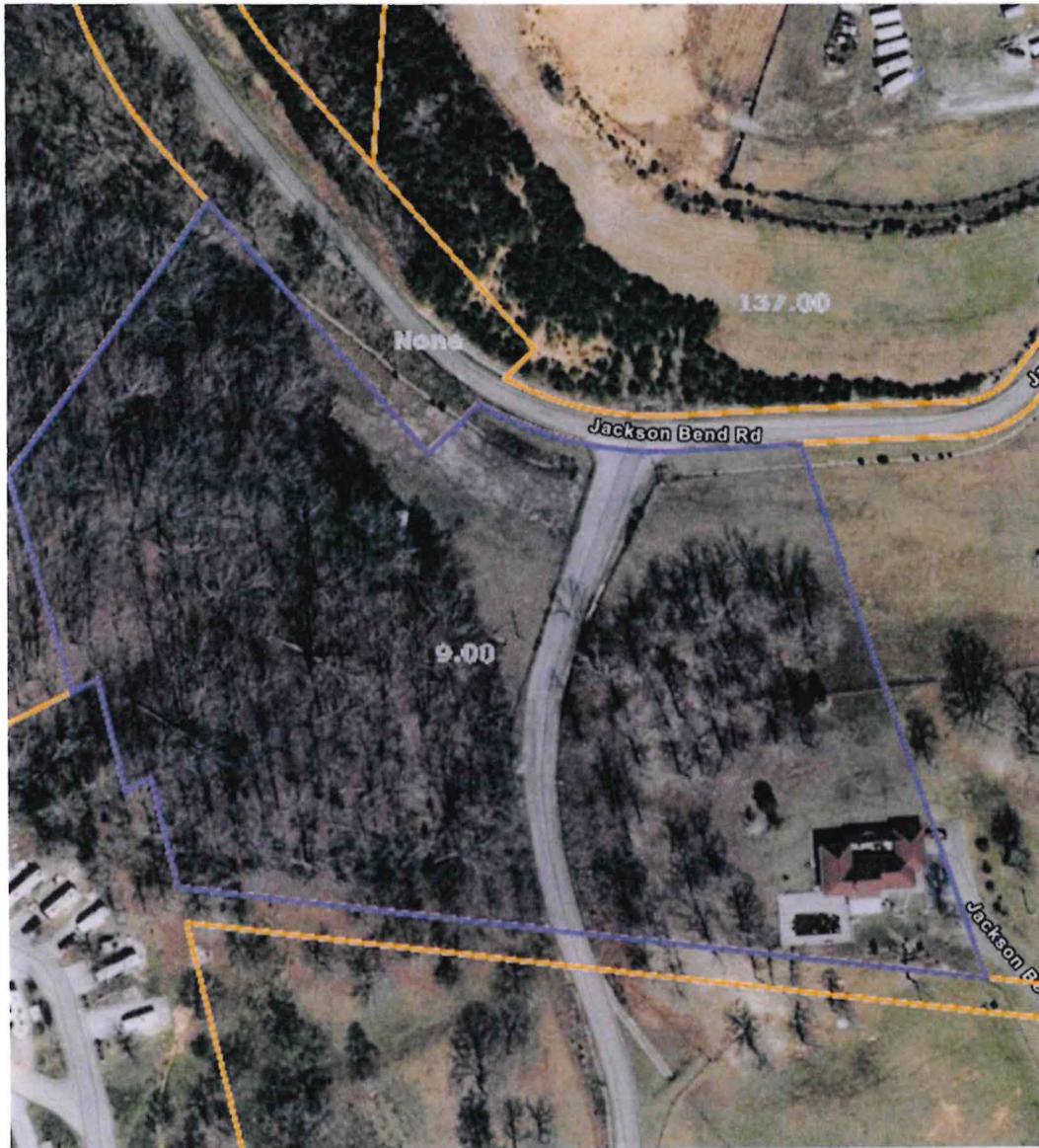
ABSTAINED: _____

**ATTEST: SECRETARY LOUDON COUNTY
REGIONAL PLANNING COMMISSION**
Dated:

RESOLUTION NO. _____

ILLUSTRATION ATTACHMENT

REZONE FROM A-1 (AGRICULTURE FORESTRY DISTRICT)
TO A-2 (RURAL RESIDENTIAL DISTRICT).
REFERENCED BY LOUDON COUNTY TAX MAP 039, PARCEL 118.00
LOCATED AT 8002 JACKSON BEND RD, LOUDON COUNTY, TN,
SITUATED IN THE 3RD LEGISLATIVE DISTRICT
APPROXIMATELY (1) THREE ACRE LOT



RESOLUTION _____

**A RESOLUTION AMENDING THE ZONING MAP OF LOUDON COUNTY, TENNESSEE,
PURSUANT TO CHAPTER SEVEN, §13-7-105 OF THE TENNESSEE CODE ANNOTATED,
TO REZONE FROM A-1, AGRICULTURE FORESTRY DISTRICT TO
A-3, DEVELOPING AGRICULTURE DISTRICT.
LOUDON COUNTY TAX MAP 039, PARCEL 123.00,
LOCATED 9492 PROSPECT CHURCH RD, LOUDON COUNTY, TN,
SITUATED IN THE 1ST LEGISLATIVE DISTRICT
APPROXIMATELY (1) TWO ACRE LOT**

WHEREAS, the Loudon County Commission, in accordance with Chapter Seven, §13-7-105 of the Tennessee Code Annotated, may from time to time, amend the number, shape, boundary, area or any regulation of or within any district or districts, or any other provision of any zoning resolution, and

WHEREAS, the Regional Planning Commission has forwarded a recommendation regarding the amendment to the Zoning Map of Loudon County, Tennessee,

WHEREAS, a notice of public hearing and a description of the resolution appeared in, The Daily Edition on February 13, 2026, consistent with the provisions of Tennessee Code Annotated, §13-7-105, and

NOW, THEREFORE, BE IT RESOLVED by the Loudon County Commission that the Zoning Map of Loudon County, Tennessee be amended as follows:

Located 9492 Prospect Church Rd, situated in the 1st Legislative District, referenced by Tax Map 039, Parcel 123.00, to be rezoned from A-1 (Agriculture Forestry District) to A-3 (Developing Agriculture District). Approximately (1) two acre lot.

BE IT FINALLY RESOLVED, that this Resolution shall take effect immediately, the public welfare requiring it.

ATTEST

LOUDON COUNTY CHAIRMAN

DATE: _____

APPROVED: LOUDON COUNTY MAYOR

The votes on the question of approval of this Resolution by the Planning Commission are as follows:

APPROVED: _____

DISAPPROVED: _____

ABSTAINED: _____

**ATTEST: SECRETARY LOUDON COUNTY
REGIONAL PLANNING COMMISSION**
Dated:

RESOLUTION NO. _____

ILLUSTRATION ATTACHMENT

REZONE FROM A-1 (AGRICULTURE FORESTRY DISTRICT)
TO A-3 (DEVELOPING AGRICULTURE DISTRICT).
REFERENCED BY LOUDON COUNTY TAX MAP 039, PARCEL 123.00,
LOCATED AT 9492 PROSPECT CHURCH RD, LOUDON COUNTY, TN,
SITUATED IN THE 1ST LEGISLATIVE DISTRICT
APPROXIMATELY (1) TWO ACRE LOT



RESOLUTION _____

**A RESOLUTION AMENDING THE ZONING MAP OF LOUDON COUNTY, TENNESSEE,
PURSUANT TO CHAPTER SEVEN, §13-7-105 OF THE TENNESSEE CODE ANNOTATED,
TO REZONE FROM A-1, AGRICULTURE FORESTRY DISTRICT TO
A-3, DEVELOPING AGRICULTURE DISTRICT.
LOUDON COUNTY TAX MAP 032, PARCEL 044.00,
LOCATED 1891 OLD KINGSTON RD, LOUDON COUNTY, TN,
SITUATED IN THE 5TH LEGISLATIVE DISTRICT
APPROXIMATELY (1) TWO ACRE LOT**

WHEREAS, the Loudon County Commission, in accordance with Chapter Seven, §13-7-105 of the Tennessee Code Annotated, may from time to time, amend the number, shape, boundary, area or any regulation of or within any district or districts, or any other provision of any zoning resolution, and

WHEREAS, the Regional Planning Commission has forwarded a recommendation regarding the amendment to the Zoning Map of Loudon County, Tennessee,

WHEREAS, a notice of public hearing and a description of the resolution appeared in, The Daily Edition on February 13, 2026, consistent with the provisions of Tennessee Code Annotated, §13-7-105, and

NOW, THEREFORE, BE IT RESOLVED by the Loudon County Commission that the Zoning Map of Loudon County, Tennessee be amended as follows:

Located 1891 Old Kingston Rd, situated in the 5th Legislative District, referenced by Tax Map 032, Parcel 044.00, to be rezoned from A-1 (Agriculture Forestry District) to A-3 (Developing Agriculture District). Approximately (1) two acre lot.

BE IT FINALLY RESOLVED, that this Resolution shall take effect immediately, the public welfare requiring it.

ATTEST

LOUDON COUNTY CHAIRMAN

DATE: _____

APPROVED: LOUDON COUNTY MAYOR

The votes on the question of approval of this Resolution by the Planning Commission are as follows:

APPROVED: _____

DISAPPROVED: _____

ABSTAINED: _____

**ATTEST: SECRETARY LOUDON COUNTY
REGIONAL PLANNING COMMISSION**
Dated:

RESOLUTION NO. _____

ILLUSTRATION ATTACHMENT

REZONE FROM A-1 (AGRICULTURE FORESTRY DISTRICT)
TO A-3 (DEVELOPING AGRICULTURE DISTRICT).
REFERENCED BY LOUDON COUNTY TAX MAP 032, PARCEL 044.00,
LOCATED AT 1891 OLD KINGSTON RD, LOUDON COUNTY, TN,
SITUATED IN THE 5TH LEGISLATIVE DISTRICT
APPROXIMATELY (1) TWO ACRE LOT



RESOLUTION _____

A RESOLUTION AMENDING THE ZONING MAP OF LOUDON COUNTY, TENNESSEE, PURSUANT TO CHAPTER SEVEN, §13-7-105 OF THE TENNESSEE CODE ANNOTATED, TO REZONE FROM A-1, AGRICULTURE FORESTRY DISTRICT TO CFD COMMUNITY FACILITIES DISTRICT, LOUDON COUNTY TAX MAP 031, PARCEL 047.00, & TAX MAP 039, PARCELS 026.00 & 029.00, LOCATED 21884 HWY 72 N, LOUDON COUNTY, TN SITUATED IN THE 1ST LEGISLATIVE DISTRICT,

WHEREAS, the Loudon County Commission, in accordance with Chapter Seven, §13-7-105 of the Tennessee Code Annotated, may from time to time, amend the number, shape, boundary, area or any regulation of or within any district or districts, or any other provision of any zoning resolution, and

WHEREAS, the Regional Planning Commission has forwarded a recommendation regarding the amendment to the Zoning Map of Loudon County, Tennessee,

WHEREAS, a notice of public hearing and a description of the resolution appeared in, The Daily Edition on April 11, 2025 consistent with the provisions of Tennessee Code Annotated, §13-7-105, and

NOW, THEREFORE, BE IT RESOLVED by the Loudon County Commission that the Zoning Map of Loudon County, Tennessee be amended as follows:

The property located at 21884 Hwy 72 N, situated in the 1st Legislative District, referenced by Tax Map 031, Parcel 047.00 & Tax Map 039, Parcels 026.00 & 029.00 (the "Subject Property"), is hereby rezoned from A-1 (Agriculture Forestry District) to CFD (Community Facility District) subject to the following conditions of approval, including both pre-commencement conditions and ongoing use restrictions, all of which shall be completed prior to and continue after the commencement of any borrow pit operations or any other land-disturbing activity on the Subject Property, and which must be fully satisfied and verified by Loudon County Planning and Codes Enforcement staff prior to such commencement:

1. A four hundred foot (400') buffer compliant with section 4.190 of the zoning resolution, along Hwy 72;
2. A two hundred foot (200') buffer compliant with section 4.190 of the zoning resolution, along the side & rear lot lines;
3. Two thousand feet (2,000') of additional pavement shall be added from the current paved road surface;
4. Relocate scale house and wheel wash a minimum of one thousand eight hundred feet (1,800') beyond the current paved road surface;
5. Permitted Use Limitations:
 - a. The sole and exclusive permitted use of the Subject Property, now or at any time in the future, shall be as a borrow pit serving the existing landfill facility only.
 - b. No other use is permitted on the Subject Property, now or at any time in the future, whether principal, accessory, temporary, or incidental.
 - c. No landfilling activity of any kind shall be allowed on the Subject Property, now or at any time in the future, including, but not limited to, the construction, expansion, operation, or establishment of a landfill, transfer station, disposal facility, or any similar waste-handling or waste-management use;
6. Hwy 72 shall not be used to transport soils or other materials to or from the Subject Property
7. There shall be no vehicular or equipment access to the Subject Property from Matlock Bend Road, whether temporary or permanent;
8. The existing vegetation on the strip of land located on the Subject Property, running from Matlock Bend Road to the top of the hill, shall remain undisturbed and shall not be removed, cleared, thinned, or altered in any way.

BE IT FINALLY RESOLVED, that this Resolution shall take effect immediately, the public welfare requiring it.

ATTEST

LOUDON COUNTY CHAIRMAN

DATE: _____

APPROVED: LOUDON COUNTY MAYOR

The votes on the question of approval of this Resolution by the Planning Commission are as follows:

APPROVED: _____

DISAPPROVED: _____

ABSTAINED: _____

**ATTEST: SECRETARY LOUDON COUNTY
REGIONAL PLANNING COMMISSION**
Dated:

RESOLUTION NO. _____

ILLUSTRATION ATTACHMENT

REZONE FROM A-1 (AGRICULTURE FORESTRY DISTRICT)
TO CFD (COMMUNITY FACILITY DISTRICT)
REFERENCED BY LOUDON COUNTY TAX MAP 031, PARCEL 047.00, &
TAX MAP 039, PARCELS 026.00 & 029.00,
LOCATED AT 21884 HWY 72 N, LOUDON COUNTY, TN,
SITUATED IN THE 1ST LEGISLATIVE DISTRICT



RESOLUTION _____

A RESOLUTION AMENDING THE ZONING MAP OF LOUDON COUNTY, TENNESSEE, PURSUANT TO CHAPTER SEVEN, §13-7-105 OF THE TENNESSEE CODE ANNOTATED, TO REZONE FROM A-1, AGRICULTURE FORESTRY DISTRICT TO A-2, RURAL RESIDENTIAL DISTRICT & A-1, AGRICULTURE FORESTRY DISTRICT TO A-3 DEVELOPING AGRICULTURE DISTRICT LOUDON COUNTY TAX MAP 036, PARCEL 076.00, LOCATED ANTIOCH CHURCH RD EAST, LOUDON COUNTY, TN, SITUATED IN THE 3RD LEGISLATIVE DISTRICT APPROXIMATELY (1) 2.75 ACRE LOT & (1) ONE ACRE LOT

WHEREAS, the Loudon County Commission, in accordance with Chapter Seven, §13-7-105 of the Tennessee Code Annotated, may from time to time, amend the number, shape, boundary, area or any regulation of or within any district or districts, or any other provision of any zoning resolution, and

WHEREAS, the Regional Planning Commission has forwarded a recommendation regarding the amendment to the Zoning Map of Loudon County, Tennessee.

WHEREAS, a notice of public hearing and a description of the resolution appeared in, The Daily Edition on January 19, 2026 consistent with the provisions of Tennessee Code Annotated, §13-7-105, and

NOW, THEREFORE, BE IT RESOLVED by the Loudon County Commission that the Zoning Map of Loudon County, Tennessee be amended as follows:

Located Antioch Church Rd, situated in the 3rd Legislative District, referenced by Tax Map 036, Parcel 076.00, to be rezoned from A-1 (Agriculture Forestry District) to A-2 (Rural Residential District) Approximately (1) 2.75 acre lot, and A-1 (Agriculture Forestry District) to A-3 (Developing Agriculture District) Approximately (1) one acre lot.

BE IT FINALLY RESOLVED, that this Resolution shall take effect immediately, the public welfare requiring it.

ATTEST

LOUDON COUNTY CHAIRMAN

DATE: _____

APPROVED: LOUDON COUNTY MAYOR

The votes on the question of approval of this Resolution by the Planning Commission are as follows:

APPROVED: _____

DISAPPROVED: _____

ABSTAINED: _____

ATTEST: SECRETARY LOUDON COUNTY REGIONAL PLANNING COMMISSION
Dated:

RESOLUTION NO. _____

ILLUSTRATION ATTACHMENT

REZONE FROM A-1 (AGRICULTURE FORESTRY DISTRICT)
TO A-2 (RURAL RESIDENTIAL DISTRICT) APPROXIMATELY (1) 2.75 ACRE LOT &
REZONE FROM A-1 (AGRICULTURE FORESTRY DISTRICT) TO
A-3 (DEVELOPING AGRICULTURE DISTRICT) APPROXIMATELY (1) ONE ACRE LOT
REFERENCED BY LOUDON COUNTY TAX MAP 036, PARCEL 076.00,
LOCATED AT ANTIOCH CHURCH RD, LOUDON COUNTY, TN,
SITUATED IN THE 3RD LEGISLATIVE DISTRICT



RESOLUTION _____

A RESOLUTION AMENDING THE ZONING MAP OF LOUDON COUNTY, TENNESSEE, PURSUANT TO CHAPTER SEVEN, §13-7-105 OF THE TENNESSEE CODE ANNOTATED, TO REZONE FROM A-1, AGRICULTURE FORESTRY DISTRICT TO A-2, RURAL RESIDENTIAL DISTRICT & A-1, AGRICULTURE FORESTRY DISTRICT TO A-3 DEVELOPING AGRICULTURE DISTRICT LOUDON COUNTY TAX MAP 052, PARCELS 079.00, 080.00 & 080.01, LOCATED KIMBRELL RD, LOUDON COUNTY, TN, SITUATED IN THE 3RD LEGISLATIVE DISTRICT APPROXIMATELY (1) THREE ACRE LOT & (2) ONE ACRE LOTS

WHEREAS, the Loudon County Commission, in accordance with Chapter Seven, §13-7-105 of the Tennessee Code Annotated, may from time to time, amend the number, shape, boundary, area or any regulation of or within any district or districts, or any other provision of any zoning resolution, and

WHEREAS, the Regional Planning Commission has forwarded a recommendation regarding the amendment to the Zoning Map of Loudon County, Tennessee,

WHEREAS, a notice of public hearing and a description of the resolution appeared in, The Daily Edition on January 19, 2026 consistent with the provisions of Tennessee Code Annotated, §13-7-105, and

NOW, THEREFORE, BE IT RESOLVED by the Loudon County Commission that the Zoning Map of Loudon County, Tennessee be amended as follows:

Located Kimbrell Rd, situated in the 3rd Legislative District, referenced by Tax Map 052, Parcels 079.00, 080.00 & 080.01, to be rezoned from A-1 (Agriculture Forestry District) to A-2 (Rural Residential District) Approximately (1) three acre lot, and A-1 (Agriculture Forestry District) to A-3 (Developing Agriculture District) Approximately (2) one acre lots.

BE IT FINALLY RESOLVED, that this Resolution shall take effect immediately, the public welfare requiring it.

ATTEST

LOUDON COUNTY CHAIRMAN

DATE: _____

APPROVED: LOUDON COUNTY MAYOR

The votes on the question of approval of this Resolution by the Planning Commission are as follows:

APPROVED: _____

DISAPPROVED: _____

ABSTAINED: _____

ATTEST: SECRETARY LOUDON COUNTY REGIONAL PLANNING COMMISSION
Dated:

RESOLUTION NO. _____

ILLUSTRATION ATTACHMENT

REZONE FROM A-1 (AGRICULTURE FORESTRY DISTRICT)
TO A-2 (RURAL RESIDENTIAL DISTRICT) APPROXIMATELY (1) THREE ACRE LOT &
REZONE FROM A-1 (AGRICULTURE FORESTRY DISTRICT) TO
A-3 (DEVELOPING AGRICULTURE DISTRICT) APPROXIMATELY (2) ONE ACRE LOTS
REFERENCED BY LOUDON COUNTY TAX MAP 052, PARCELS 079.00, 080.00 & 080.01,
LOCATED AT KIMBRELL RD, LOUDON COUNTY, TN,
SITUATED IN THE 3RD LEGISLATIVE DISTRICT



RESOLUTION _____

**A RESOLUTION AMENDING THE ZONING MAP OF LOUDON COUNTY, TENNESSEE,
PURSUANT TO CHAPTER SEVEN, §13-7-105 OF THE TENNESSEE CODE ANNOTATED,
TO REZONE FROM A-1, AGRICULTURE FORESTRY DISTRICT TO
A-2, RURAL RESIDENTIAL DISTRICT.
LOUDON COUNTY TAX MAP 079, PARCEL 106.00
LOCATED 881 COPE RD, LOUDON COUNTY, TN,
SITUATED IN THE 3RD LEGISLATIVE DISTRICT
APPROXIMATELY (1) THREE ACRE LOT**

WHEREAS, the Loudon County Commission, in accordance with Chapter Seven, §13-7-105 of the Tennessee Code Annotated, may from time to time, amend the number, shape, boundary, area or any regulation of or within any district or districts, or any other provision of any zoning resolution, and

WHEREAS, the Regional Planning Commission has forwarded a recommendation regarding the amendment to the Zoning Map of Loudon County, Tennessee,

WHEREAS, a notice of public hearing and a description of the resolution appeared in, The Daily Edition on January 19, 2026 consistent with the provisions of Tennessee Code Annotated, §13-7-105, and

NOW, THEREFORE, BE IT RESOLVED by the Loudon County Commission that the Zoning Map of Loudon County, Tennessee be amended as follows:

Located 881 Cope Rd, situated in the 3rd Legislative District, referenced by Tax Map 079, Parcel 106.00 to be rezoned from A-1 (Agriculture Forestry District) to A-2 (Rural Residential District). Approximately (1) three acre lot.

BE IT FINALLY RESOLVED, that this Resolution shall take effect immediately, the public welfare requiring it.

ATTEST

LOUDON COUNTY CHAIRMAN

DATE: _____

APPROVED: LOUDON COUNTY MAYOR

The votes on the question of approval of this Resolution by the Planning Commission are as follows:

APPROVED: _____

DISAPPROVED: _____

ABSTAINED: _____

**ATTEST: SECRETARY LOUDON COUNTY
REGIONAL PLANNING COMMISSION**
Dated:

RESOLUTION NO. _____

ILLUSTRATION ATTACHMENT

REZONE FROM A-1 (AGRICULTURE FORESTRY DISTRICT)
TO A-2 (RURAL RESIDENTIAL DISTRICT).
REFERENCED BY LOUDON COUNTY TAX MAP 079, PARCEL 106.00
LOCATED AT 881 COPE RD, LOUDON COUNTY, TN,
SITUATED IN THE 3RD LEGISLATIVE DISTRICT
APPROXIMATELY (1) THREE ACRE LOT



RESOLUTION _____

**A RESOLUTION AMENDING THE ZONING MAP OF LOUDON COUNTY, TENNESSEE,
PURSUANT TO CHAPTER SEVEN, §13-7-105 OF THE TENNESSEE CODE ANNOTATED,
TO REZONE FROM A-2, RURAL RESIDENTIAL DISTRICT TO
A-3, DEVELOPING AGRICULTURE DISTRICT.
LOUDON COUNTY TAX MAP 010, PARCEL 179.00,
LOCATED 3531 HWY 70 EAST, LOUDON COUNTY, TN,
SITUATED IN THE 5TH LEGISLATIVE DISTRICT
APPROXIMATELY (1) ONE ACRE LOT**

WHEREAS, the Loudon County Commission, in accordance with Chapter Seven, §13-7-105 of the Tennessee Code Annotated, may from time to time, amend the number, shape, boundary, area or any regulation of or within any district or districts, or any other provision of any zoning resolution, and

WHEREAS, the Regional Planning Commission has forwarded a recommendation regarding the amendment to the Zoning Map of Loudon County, Tennessee,

WHEREAS, a notice of public hearing and a description of the resolution appeared in, The Daily Edition on February 13, 2026 consistent with the provisions of Tennessee Code Annotated, §13-7-105, and

NOW, THEREFORE, BE IT RESOLVED by the Loudon County Commission that the Zoning Map of Loudon County, Tennessee be amended as follows:

Located 3531 Hwy 70 East, situated in the 5th Legislative District, referenced by Tax Map 010, Parcel 179.00, to be rezoned from A-2 (Rural Residential District) to A-3 (Developing Agriculture District). Approximately (1) one acre lot.

BE IT FINALLY RESOLVED, that this Resolution shall take effect immediately, the public welfare requiring it.

ATTEST

LOUDON COUNTY CHAIRMAN

DATE: _____

APPROVED: LOUDON COUNTY MAYOR

The votes on the question of approval of this Resolution by the Planning Commission are as follows:

APPROVED: _____

DISAPPROVED: _____

ABSTAINED: _____

**ATTEST: SECRETARY LOUDON COUNTY
REGIONAL PLANNING COMMISSION**
Dated:

RESOLUTION NO. _____

ILLUSTRATION ATTACHMENT

REZONE FROM A-2 (RURAL RESIDENTIAL DISTRICT)
TO A-3 (DEVELOPING AGRICULTURE DISTRICT).
REFERENCED BY LOUDON COUNTY TAX MAP 010, PARCEL 179.00,
LOCATED AT 3531 HWY 70 EAST, LOUDON COUNTY, TN,
SITUATED IN THE 5TH LEGISLATIVE DISTRICT
APPROXIMATELY (1) ONE ACRE LOT



A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LOUDON COUNTY AUTHORIZING THE ISSUANCE, SALE AND PAYMENT OF NOT TO EXCEED \$20,500,000 IN AGGREGATE PRINCIPAL AMOUNT OF WATER AND SEWER REVENUE BONDS OF LOUDON AND MONROE COUNTIES, TENNESSEE FOR THE BENEFIT OF THE TELLICO AREA SERVICES SYSTEM JOINTLY OWNED AND OPERATED BY THE COUNTIES.

WHEREAS, the Tellico Area Services System (the "System") is a water and sewer system jointly owned by Loudon County, Tennessee and Monroe County, Tennessee (together, the "Counties") and operated on the Counties' behalf by the Board of the System (the "Board");

WHEREAS, Sections 7-34-101 *et seq.* authorize the Counties to issue bonds and use the proceeds thereof to finance the construction of improvements and extensions to the System;

WHEREAS, the Board has heretofore adopted a resolution recommending to the Counties the issuance of bonds to fund capital improvements to the System, which such resolution recommends that the bonds be payable solely from and secured solely by a pledge of the revenues of the System, and not by the general obligation taxing power of either of the Counties;

WHEREAS, the Counties have also determined that is advisable to finance the recommended cost of capital improvements to the System;

WHEREAS, the Counties have determined that it is advisable to issue water and sewer revenue bonds in order to accomplish these purposes, as recommended by the Board;

WHEREAS, the Counties wish to issue the bonds as a series of "Parity Bonds" under the Resolution of the Board adopted on January 6, 2020 (the "Master Resolution") on a parity and equality of lien with the Counties' outstanding \$4,120,000 Water and Sewer Revenue Bonds (Tellico Area Services System), Series 2020 (the "Series 2020 Bonds"); and

WHEREAS, it is the intention of the Board of County Commissioners of Loudon County to adopt this resolution for the purpose of authorizing the issuance, sale and payment of up to \$20,500,000 in aggregate principal amount of water and sewer revenue bonds of the System, on a joint basis with Loudon County, for the purposes described above.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Loudon County, Tennessee, as follows:

Section 1. Authority; Findings. The bonds authorized by this Resolution are issued pursuant to Sections 7-34-101 *et seq.*, Tennessee Code Annotated and other applicable provisions of law. The Board of County Commissioners hereby finds and determines that the issuance of the bonds is necessary and advisable for the purpose of obtaining funds to finance the improvements and extensions to the System described herein. An estimate of the debt service and issuance costs associated with the bonds have been made available to the Board of County Commissioners.

Section 2. Definitions. Capitalized terms not defined below shall have the meanings ascribed by the Master Resolution. The following terms shall have the following meanings in this Resolution unless the text expressly or by necessary implication requires otherwise:

(a) "Bond Purchase Agreement" means the bond purchase agreement authorized herein providing for the purchase and sale of the Series 2026 Bonds, by and among the Underwriter, the Board and the Counties;

(b) "Bonds" means the Series 2026 Bonds, the Series 2020 Bonds, and any Parity Bonds;

(c) "Book-Entry Form" or "Book-Entry System" means a form or system, as applicable, under which physical bond certificates in fully registered form are issued to a Depository, or to its nominee as registered owner, with the certificate of bonds being held by and "immobilized" in the custody of such Depository, and under which records maintained by persons, other than the Counties or the Registration Agent, constitute the written record that identifies, and records the transfer of, the beneficial "book-entry" interests in those bonds;

(d) "Code" means the Internal Revenue Code of 1986, as amended, and any lawful regulations promulgated or proposed thereunder;

(e) "Depository" means any securities depository that is a clearing agency under federal laws operating and maintaining, with its participants or otherwise, a Book-Entry System, including, but not limited to, DTC;

(f) "DTC" means the Depository Trust Company, a limited purpose company organized under the laws of the State of New York, and its successors and assigns;

(g) "Project" means extensions and improvements to the System, consisting primarily of the upgrade of water lines and storage capacity, the acquisition of all property real or personal appurtenant thereto, and the payment of legal, fiscal, engineering, architectural and administrative fees in connection therewith;

(h) "Project Fund" means the Series 2026 Project Fund established pursuant to Section 13(d) of this Resolution;

(i) "Registration Agent" means the registration and paying agent for the Bonds designated by the County Mayors and the Chairman of the Board, or any successor designated by each the County Mayors and the Chairman of the Board;

(j) "Series 2026 Bonds" means not to exceed \$20,500,000 in aggregate principal amount of Water and Sewer Revenue Bonds, Series 2026, authorized herein; and

(k) "Underwriter" means Wiley Bros. – Aintree Capital LLC, Nashville, Tennessee, acting as Underwriter for the Series 2026 Bonds.

Section 3. Authorization and Terms of the Series 2026 Bonds. (a) For the purpose of providing funds to finance the costs of the Project and to pay costs incident to the issuance and sale of the Series 2026 Bonds, all as more fully set forth in Section 13 hereof, there are hereby authorized to be issued jointly by the Counties water and sewer revenue bonds in an aggregate principal amount not to exceed \$20,500,000. The Series 2026 Bonds shall be issued in fully registered book-entry form, without coupons, shall be known as "Water and Sewer Revenue Bonds, Series 2026" and shall be dated the date of delivery, or bear such other series designation or dated date designated by the Mayors of the Counties and the Chairman of the Board pursuant to the terms of Section 12 hereof. Subject to adjustments permitted in Section 12 hereof, the Series 2026 Bonds shall bear interest payable semi-annually on January 1 and July 1 of each year the Series 2026 Bonds are outstanding, commencing July 1, 2026, at an aggregate true interest rate not to exceed six percent per annum. The Series 2026 Bonds shall be issued

initially in \$5,000 denominations or any integral multiple thereof as shall be requested by the Underwriter. Subject to adjustments permitted in Section 12 hereof, principal of the Series 2026 Bonds shall be payable annually through serial maturity or mandatory redemption, commencing on July 1, 2026 and continuing on the first day of July of each year thereafter through and including July 1, 2056 in such amounts as may be established by the Mayors of the Counties and the Chairman of the Board pursuant to Section 12 hereof.

(b) Subject to the adjustments permitted in Section 12 hereof, the Series 2026 Bonds maturing on or before July 1, 2036 shall mature without option of prior redemption. The Series 2026 Bonds maturing on or after July 1, 2037 shall be subject to redemption on July 1, 2036, as a whole, or in part, at the option of the Mayors of the Counties, at a redemption price of par plus accrued interest to the date of redemption. If less than all the Series 2026 Bonds shall be called for redemption, the maturities to be redeemed shall be selected by the Governing Bodies in their discretion. If less than all of the Series 2026 Bonds within a single maturity shall be called for redemption, the Series 2026 Bonds within the maturity to be redeemed shall be selected as follows:

(1) if the Series 2026 Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the Series 2026 Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or

(2) if the Series 2026 Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Series 2026 Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

(c) Pursuant to Section 12 hereof, the Mayors of the Counties and the Chairman of the Board are authorized to sell the Series 2026 Bonds, or any maturities thereof, as term bonds with mandatory redemption requirements corresponding to the maturities set forth herein or as determined by the Mayors Counties and the Board. In the event any or all the Series 2026 Bonds are sold as term bonds, the Counties shall redeem term bonds on redemption dates corresponding to the maturity dates set forth herein, in aggregate principal amounts equal to the maturity amounts set forth herein for each redemption date, as such maturity amounts as shall be set forth in the Bond Purchase Agreement, at a price of par plus accrued interest thereon to the date of redemption. The term bonds to be so redeemed shall be selected in the manner described in subsection (b) above.

At its option, to be exercised on or before the 45th day next preceding any such mandatory redemption date, the Counties may (i) deliver to the Registration Agent for cancellation Series 2026 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 Series 2026 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 Series 2026 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 Counties on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Series 2026 Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The Counties shall on or before the 45th day next preceding each payment date furnish the Registration Agent with a certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to

be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.

(d) Notice of call for redemption, whether optional or mandatory, shall be given by the Registration Agent on behalf of the Counties not less than 20 nor more than 60 days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Series 2026 Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Series 2026 Bond registration records of the Registration Agent as of the date of the notice. Failure to mail such notice or any defect in any such notice so mailed shall not affect the sufficiency of the proceedings for redemption of any of the Series 2026 Bonds for which proper notice was given, and failure of any owner to receive such notice if properly given in the manner described above shall not affect the validity of the proceedings of the redemption of the Series 2026 Bonds held by such owner. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to effect the redemption with the Registration Agent no later than the redemption date (“Conditional Redemption”). As long as DTC, or a successor Depository, is the registered owner of the Series 2026 Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Series 2026 Bonds, as and when above provided, and neither the Counties nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant or Beneficial Owner will not affect the validity of such redemption. The Registration Agent shall mail said notices as and when directed by the Counties pursuant to written instructions from an authorized representative of the Counties (other than for a mandatory sinking fund redemption, notices of which shall be given on the dates provided herein and in the Bond Purchase Agreement) given at least 45 days prior to the redemption date (unless a shorter notice period shall be satisfactory to the Registration Agent). From and after the redemption date, all Series 2026 Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth herein. In the case of a Conditional Redemption, the failure of the Counties to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the Depository, if applicable, or the affected Bondholders that the redemption did not occur and that the Series 2026 Bonds called for redemption and not so paid remain outstanding.

(e) The County Mayor are hereby authorized to appoint the initial Registration Agent. The Counties hereby authorize and direct the Registration Agent so appointed to maintain Series 2026 Bond registration records with respect to the Series 2026 Bonds, to authenticate and deliver the Series 2026 Bonds as provided herein, either at original issuance or upon transfer, to effect transfers of the Series 2026 Bonds, to give all notices of redemption as required herein, to make all payments of principal and interest with respect to the Series 2026 Bonds as provided herein, to cancel and destroy Series 2026 Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer, to furnish the Counties at least annually a certificate of destruction with respect to Series 2026 Bonds canceled and destroyed, and to furnish the Counties at least annually an audit confirmation of Series 2026 Bonds paid, Series 2026 Bonds outstanding and payments made with respect to interest on the Series 2026 Bonds. The Mayors of the Counties are hereby authorized to execute and the Recorders of the Counties are hereby authorized to attest such written agreement between the Counties and the Registration Agent as they shall deem necessary and proper with respect to the obligations, duties and rights of the Registration Agent. The payment of all reasonable fees and expenses of the Registration Agent for the discharge of its duties and obligations hereunder or under any such agreement is hereby authorized and directed.

(f) The Series 2026 Bonds shall be payable, both principal and interest, in lawful money of the United States of America at the main office of the Registration Agent. The Registration Agent shall

make all interest payments with respect to the Series 2026 Bonds by check or draft on each interest payment date directly to the registered owners as shown on the Series 2026 Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by depositing said payment in the United States mail, postage prepaid, addressed to such owners at their addresses shown on said Series 2026 Bond registration records, without, except for final payment, the presentation or surrender of such registered Series 2026 Bonds, and all such payments shall discharge the obligations of the Counties in respect of such Series 2026 Bonds to the extent of the payments so made. Payment of principal of and premium, if any, on the Series 2026 Bonds shall be made upon presentation and surrender of such Series 2026 Bonds to the Registration Agent as the same shall become due and payable. All rates of interest specified herein shall be computed on the basis of a 360-day year composed of twelve months of 30 days each. If requested by any registered owner of at least \$1,000,000 in aggregate principal amount of the Series 2026 Bonds, payment of interest on such Series 2026 Bonds shall be paid by wire transfer to a bank within the continental United States or deposited to a designated account if such account is maintained with the Registration Agent and written notice of any such election and designated account is given to the Registration Agent prior to the record date.

(g) Any interest on any Series 2026 Bond that is payable but is not punctually paid or duly provided for on any interest payment date (hereinafter "Defaulted Interest") shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such Defaulted Interest shall be paid by the Counties to the persons in whose names the Series 2026 Bonds are registered at the close of business on a date (the "Special Record Date") for the payment of such Defaulted Interest, which shall be fixed in the following manner: the Counties shall notify the Registration Agent in writing of the amount of Defaulted Interest proposed to be paid on each Series 2026 Bond and the date of the proposed payment, and at the same time the Counties shall deposit with the Registration Agent an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Registration Agent for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the persons entitled to such Defaulted Interest as in this Section provided. Thereupon, not less than ten days after the receipt by the Registration Agent of the notice of the proposed payment, the Registration Agent shall fix a Special Record Date for the payment of such Defaulted Interest which Date shall be not more than 15 nor less than ten days prior to the date of the proposed payment to the registered owners. The Registration Agent shall promptly notify the Counties of such Special Record Date and, in the name and at the expense of the Counties, not less than ten days prior to such Special Record Date, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first class postage prepaid, to each registered owner at the address thereof as it appears in the Series 2026 Bond registration records maintained by the Registration Agent as of the date of such notice. Nothing contained in this Section or in the Series 2026 Bonds shall impair any statutory or other rights in law or in equity of any registered owner arising as a result of the failure of the Counties to punctually pay or duly provide for the payment of principal of, premium, if any, and interest on the Series 2026 Bonds when due.

(h) The Series 2026 Bonds are transferable only by presentation to the Registration Agent by the registered owner, or his or her legal representative duly authorized in writing, of the registered Series 2026 Bond(s) to be transferred with the form of assignment on the reverse side thereof completed in full and signed with the name of the registered owner as it appears upon the face of the Series 2026 Bond(s) accompanied by appropriate documentation necessary to prove the legal capacity of any legal representative of the registered owner. Upon receipt of the Series 2026 Bond(s) in such form and with such documentation, if any, the Registration Agent shall issue a new Series 2026 Bond or the Series 2026 Bond to the assignee(s) in \$100,000 denominations, or any integral multiple of \$5,000 in excess thereof, as requested by the registered owner requesting transfer. The Registration Agent shall not be required to transfer or exchange any Series 2026 Bond during the period commencing on a Regular or Special Record

Date and ending on the corresponding interest payment date of such Series 2026 Bond, nor to transfer or exchange any Series 2026 Bond after the publication of notice calling such Series 2026 Bond for redemption has been made, nor to transfer or exchange any Series 2026 Bond during the period following the receipt of instructions from the Counties to call such Series 2026 Bond for redemption; provided, the Registration Agent, at its option, may make transfers after any of said dates. No charge shall be made to any registered owner for the privilege of transferring any Series 2026 Bond, provided that any transfer tax relating to such transaction shall be paid by the registered owner requesting transfer. The person in whose name any Series 2026 Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the Counties nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Series 2026 Bonds shall be overdue. The Series 2026 Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner, be exchanged for an equal aggregate principal amount of the Series 2026 Bonds of the same maturity in any authorized denomination or denominations.

(i) The Series 2026 Bonds shall be executed in such manner as may be prescribed by applicable law, in the name, and on behalf of the Counties, by their Mayors and attested by their County Clerks.

(j) Except as otherwise provided in this Resolution, the Series 2026 Bonds shall be registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the Bonds. References in this Section to a Series 2026 Bond or the Series 2026 Bonds shall be construed to mean the Series 2026 Bond or the Series 2026 Bonds that are held under the Book-Entry System. One Series 2026 Bond for each maturity shall be issued to DTC and immobilized in its custody. A Book-Entry System shall be employed, evidencing ownership of the Series 2026 Bonds in authorized denominations, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants pursuant to rules and procedures established by DTC.

Each DTC Participant shall be credited in the records of DTC with the amount of such DTC Participant's interest in the Series 2026 Bonds. Beneficial ownership interests in the Series 2026 Bonds may be purchased by or through DTC Participants. The holders of these beneficial ownership interests are hereinafter referred to as the "Beneficial Owners." The Beneficial Owners shall not receive the Series 2026 Bonds representing their beneficial ownership interests. The ownership interests of each Beneficial Owner shall be recorded through the records of the DTC Participant from which such Beneficial Owner purchased its Series 2026 Bonds. Transfers of ownership interests in the Series 2026 Bonds shall be accomplished by book entries made by DTC and, in turn, by DTC Participants acting on behalf of Beneficial Owners. SO LONG AS CEDE & CO., AS NOMINEE FOR DTC, IS THE REGISTERED OWNER OF THE SERIES 2026 BONDS, THE REGISTRATION AGENT SHALL TREAT CEDE & CO., AS THE ONLY HOLDER OF THE BONDS FOR ALL PURPOSES UNDER THIS RESOLUTION, INCLUDING RECEIPT OF ALL PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE SERIES 2026 BONDS, RECEIPT OF NOTICES, VOTING AND REQUESTING OR DIRECTING THE REGISTRATION AGENT TO TAKE OR NOT TO TAKE, OR CONSENTING TO, CERTAIN ACTIONS UNDER THIS RESOLUTION.

Payments of principal, interest, and redemption premium, if any, with respect to the Series 2026 Bonds, so long as DTC is the only owner of the Series 2026 Bonds, shall be paid by the Registration Agent directly to DTC or its nominee, Cede & Co. as provided in the Letter of Representation relating to the Counties (the "Letter of Representation"). DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners. The Counties and the Registration Agent shall not be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants.

In the event that (1) DTC determines not to continue to act as securities depository for the Series 2026 Bonds or (2) the Counties determine that the continuation of the Book-Entry System of evidence and transfer of ownership of the Series 2026 Bonds would adversely affect its interests or the interests of the Beneficial Owners of the Series 2026 Bonds, the Counties shall discontinue the Book-Entry System with DTC. If the Counties fail to identify another qualified securities depository to replace DTC, the Counties shall cause the Registration Agent to authenticate and deliver replacement Series 2026 Bonds in the form of fully registered Series 2026 Bonds to each Beneficial Owner.

THE COUNTIES AND THE REGISTRATION AGENT SHALL NOT HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO ANY DTC PARTICIPANT OR ANY BENEFICIAL OWNER WITH RESPECT TO (i) THE SERIES 2026 BONDS; (ii) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DTC PARTICIPANT; (iii) THE PAYMENT BY DTC OR ANY DTC PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL OF AND INTEREST ON THE SERIES 2026 BONDS; (iv) THE DELIVERY OR TIMELINESS OF DELIVERY BY DTC OR ANY DTC PARTICIPANT OF ANY NOTICE DUE TO ANY BENEFICIAL OWNER THAT IS REQUIRED OR PERMITTED UNDER THE TERMS OF THIS RESOLUTION TO BE GIVEN TO BENEFICIAL OWNERS, (v) THE SELECTION OF BENEFICIAL OWNERS TO RECEIVE PAYMENTS IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE SERIES 2026 BONDS; OR (vi) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC, OR ITS NOMINEE, CEDE & CO., AS OWNER.

(k) The Registration Agent is hereby authorized to take such action as may be necessary from time to time to qualify and maintain the Series 2026 Bonds for deposit with DTC, including but not limited to, wire transfers of interest and principal payments with respect to the Series 2026 Bonds, utilization of electronic book entry data received from DTC in place of actual delivery of Series 2026 Bonds and provision of notices with respect to Series 2026 Bonds registered by DTC (or any of its designees identified to the Registration Agent) by overnight delivery, courier service, telegram, telecopy or other similar means of communication. No such arrangements with DTC may adversely affect the interest of any of the owners of the Series 2026 Bonds, provided, however, that the Registration Agent shall not be liable with respect to any such arrangements it may make pursuant to this section.

(l) The Registration Agent is hereby authorized to authenticate and deliver the Series 2026 Bonds to the Underwriter, upon receipt by the Counties of the proceeds of the sale thereof and to authenticate and deliver Series 2026 Bonds in exchange for Series 2026 Bonds of the same principal amount delivered for transfer upon receipt of the Series 2026 Bond(s) to be transferred in proper form with proper documentation as hereinabove described. The Series 2026 Bonds shall not be valid for any purpose unless authenticated by the Registration Agent by the manual signature of an officer thereof on the certificate set forth herein on the Series 2026 Bond form.

(m) In case any Series 2026 Bond shall become mutilated, or be lost, stolen, or destroyed, the Counties, in its discretion, shall issue, and the Registration Agent, upon written direction from the Counties, shall authenticate and deliver, a new Series 2026 Bond of like tenor, amount, maturity and date, in exchange and substitution for, and upon the cancellation of, the mutilated Series 2026 Bond, or in lieu of and in substitution for such lost, stolen or destroyed Series 2026 Bond, or if any such Series 2026 Bond shall have matured or shall be about to mature, instead of issuing a substituted Series 2026 Bond the Counties may pay or authorize payment of such Series 2026 Bond without surrender thereof. In every case the applicant shall furnish evidence satisfactory to the Counties and the Registration Agent of the destruction, theft or loss of such Series 2026 Bond, and indemnity satisfactory to the Counties and the Registration Agent; and the Counties may charge the applicant for the issue of such new Series 2026 Bond an amount sufficient to reimburse the Counties for the expense incurred by it in the issue thereof.

Section 4. Source of Payment. The Series 2026 Bonds shall be joint and several obligations of the Counties, payable solely from and secured solely by a pledge of the Net Revenues, on parity with the lien on the Net Revenues in favor of the Series 2020 Bonds and any Parity Bonds hereafter issued. The punctual payment of principal of and premium, if any, and interest on the Series 2026 Bonds and any Parity Bonds shall be secured equally and ratably by the Net Revenues without priority by reason of series, number or time of sale or delivery. The Series 2026 Bonds do not constitute a debt of the State of Tennessee, or any political subdivision thereof, or municipal corporation therein, other than the Counties, and no holder of the Series 2026 Bonds shall have recourse to the taxing power of any such entities. The owners of the Series 2026 Bonds shall have no recourse to the power of taxation of the Counties or any other funds or monies thereof, other than Net Revenues of the System.

Section 5. Form of Series 2026 Bonds. The Series 2026 Bonds shall be in substantially the following form, the omissions to be appropriately completed when the Series 2026 Bonds are prepared and delivered:

(Form of Series 2026 Bond)

REGISTERED
Number _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA

STATE OF TENNESSEE

LOUDON COUNTY, TENNESSEE
MONROE COUNTY, TENNESSEE

WATER AND SEWER REVENUE BOND, SERIES 2026

Interest Rate: _____ %	Maturity Date: _____, _____	Date of Bond: _____, _____	CUSIP No: _____
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Registered Owner: _____

Principal Amount: _____ DOLLARS

KNOW ALL MEN BY THESE PRESENTS: That the Counties of Loudon, Tennessee and Monroe, Tennessee (the "Counties"), for value received hereby promise to pay to the registered owner hereof, hereinabove named, or registered assigns, in the manner hereinafter provided, the principal amount hereinabove set forth on the maturity date hereinabove set forth, and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on said principal amount at the annual rate of interest hereinabove set forth from the date hereof until said maturity date, said interest being payable on July 1, 2026, and semi-annually thereafter on the first day of January and July in each year until this Bond matures or is redeemed. Both principal hereof and interest hereon are payable in lawful money of the United States of America at the principal corporate trust office of _____, as registration agent and paying agent (the "Registration Agent"). The Registration Agent shall make all interest payments with respect to this Bond on each interest payment date to the registered owner hereof shown on the bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by check or draft mailed to such owner at such owner's address shown on said bond registration records, without, except for final payment, the presentation or surrender of this Bond, and all such payments shall

discharge the obligations of the Counties to the extent of the payments so made. Any such interest not so punctually paid or duly provided for on any interest payment date shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such defaulted interest shall be payable to the persons in whose name this Bond is registered at the close of business on the date (the "Special Record Date") for payment of such defaulted interest to be fixed by the Registration Agent, notice of which shall be given to the owners of the Bonds of the issue of which this Bond is one not less than ten days prior to such Special Record Date. Payment of principal of and premium, if any, on this Bond shall be made when due upon presentation and surrender of this Bond to the Registration Agent.

Except as otherwise provided herein or in the Resolution, as hereinafter defined, this Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Bonds of the series of which this Bond is one. One Bond for each maturity of the Bonds shall be issued to DTC and immobilized in its custody. A book-entry system shall be employed, evidencing ownership of the Bonds in \$5,000 denominations, or multiples thereof, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants, as defined in the Resolution (as hereafter defined), pursuant to rules and procedures established by DTC. So long as Cede & Co., as nominee for DTC, is the registered owner of the Bonds, the Counties and the Registration Agent shall treat Cede & Co., as the only owner of the Bonds for all purposes under the Resolution, including receipt of all principal and maturity amounts of, premium, if any, and interest on the Bonds, receipt of notices, voting and requesting or taking or not taking, or consenting to, certain actions hereunder. Payments of principal, maturity amounts, interest, and redemption premium, if any, with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid directly to DTC or its nominee, Cede & Co. DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners, as defined in the Resolution. Neither the Counties nor the Registration Agent shall be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants. In the event that (1) DTC determines not to continue to act as securities depository for the Bonds or (2) the Counties determine that the continuation of the book-entry system of evidence and transfer of ownership of the Bonds would adversely affect its interests or the interests of the Beneficial Owners of the Bonds, the Counties may discontinue the book-entry system with DTC. If the Counties fail to identify another qualified securities depository to replace DTC, the Counties shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully registered Bonds to each Beneficial Owner. Neither the Counties nor the Registration Agent shall have any responsibility or obligations to any DTC Participant or any Beneficial Owner with respect to (i) the Bonds; (ii) the accuracy of any records maintained by DTC or any DTC Participant; (iii) the payment by DTC or any DTC Participant of any amount due to any Beneficial Owner in respect of the principal or maturity amounts of and interest on the Bonds; (iv) the delivery or timeliness of delivery by DTC or any DTC Participant of any notice due to any Beneficial Owner that is required or permitted under the terms of the Resolution to be given to Beneficial Owners, (v) the selection of Beneficial Owners to receive payments in the event of any partial redemption of the Bonds; or (vi) any consent given or other action taken by DTC, or its nominee, Cede & Co., as owner.

This Bond is one of a total authorized issue aggregating \$ _____ and issued by the Counties for the purpose of providing funds to pay the costs of the construction of extensions and improvements (the "Project") to the water and sewer system (the "System") jointly owned by the Counties and operated on the Counties' behalf by the Board of Directors of the Tellico Area Services System and pay the costs of issuance of the Bonds, under and in full compliance with Tennessee Code Annotated Section 7-34-101 et seq., and pursuant to resolutions duly adopted by the Boards of County Commissioners of the Counties at meetings held on _____, 2026 and _____, 2026 (the "Resolutions").

This Bond is a joint and several obligation of the Counties, payable solely from and secured by a pledge of revenues to be derived from the operation of the System, subject to the payment of the reasonable and necessary costs of operating, maintaining, repairing and insuring the System, on parity with the pledge in favor of the Counties' outstanding Water and Sewer Revenue Bonds (Tellico Area Services System), Series 2020 (the "Series 2020 Bonds"). As provided in the Resolution, the punctual payment of principal of and interest on the series of the Bonds of which this Bond is one, the Series 2020 Bonds and any other bonds hereafter issued on a parity therewith, shall be secured equally and ratably by said revenues without priority by reason of series, number or time of sale or delivery. Said revenues are required by law and by the proceedings pursuant to which this Bond is issued to be fully sufficient to pay the cost of operating, maintaining, repairing and insuring the System, including reserves therefor, and to pay principal of and interest on this Bond and the issue of which it is a part promptly as each becomes due and payable. The Counties have covenanted and do hereby covenant that it will fix and impose such rates and charges for the services rendered by the System and will collect and account for sufficient revenues to pay promptly the principal of and interest on this Bond and the issue of which it is a part as each becomes due. This Bond and the interest hereon are payable solely from the revenues so pledged to the payment hereof, and this Bond does not constitute a debt of the Counties within the meaning of any statutory limitation. For a more complete statement of the revenues from which and conditions under which this Bond is payable, a statement of the conditions on which obligations may hereafter be issued on a parity with this Bond, the general covenants and provisions pursuant to which this Bond is issued and the terms upon which the Resolution may be modified, reference is hereby made to the Resolution.

The Bonds of the issue of which this Bond is one shall be subject to redemption prior to maturity at the option of the Counties on or after July 1, 2036, as a whole or in part at any time at the redemption price of par plus interest accrued to the redemption date. If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be designated by the Boards of County Commissioners of the Counties, in their discretion. If less than all the principal amount of the Bonds of a maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

(i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the amount of the interest of each DTC Participant in the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or

(ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

Subject to the credit hereinafter provided, the Counties shall redeem Bonds maturing _____ on the redemption dates set forth below opposite the maturity dates, in aggregate principal amounts equal to the respective dollar amounts set forth below opposite the respective redemption dates at a price of par plus accrued interest thereon to the date of redemption. DTC, as securities depository for the series of Bonds of which this Bond is one, or such Person as shall then be serving as the securities depository for the Bonds, shall determine the interest of each Participant in the Bonds to be redeemed using its procedures generally in use at that time. If DTC, or another securities depository is no longer serving as securities depository for the Bonds, the Bonds to be redeemed within a maturity shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall select. The dates of redemption and principal amount of Bonds to be redeemed on said dates are as follows:

<u>Final</u> <u>Maturity</u>	<u>Redemption</u> <u>Date</u>	<u>Principal Amount</u> <u>of Bonds</u> <u>Redeemed</u>
---------------------------------	----------------------------------	---

*Final Maturity

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such redemption date, the Counties may (i) deliver to the Registration Agent for cancellation Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and canceled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the Counties on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced.]

Notice of call for redemption, whether optional or mandatory, shall be given by the Registration Agent not less than twenty (20) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any such defect in any such notice so mailed shall affect the sufficiency of the proceedings for the redemption of any of the Bonds for which proper notice was given. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to effect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the Counties nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant will not affect the validity of such redemption. From and after any redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth in the Resolution, as hereafter defined. In the case of a Conditional Redemption, the failure of the Counties to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the Depository or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

If this Bond is no longer registered in the name of Cede & Co. as nominee for DTC, this Bond is transferable by the registered owner hereof in person or by such owner's attorney duly authorized in writing at the principal corporate trust office of the Registration Agent set forth on the front side hereof, but only in the manner, subject to limitations and upon payment of the charges provided in the Resolution, as hereafter defined, and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds of authorized denominations of the same maturity and interest rate for the same

aggregate principal amount will be issued to the transferee in exchange therefor. The person in whose name this Bond is registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the Counties nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bond shall be overdue. Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in authorized denomination or denominations, upon the terms set forth in the Resolution. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular Record Date or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the notice calling such Bond for redemption has been made, nor during a period following the receipt of instructions from the Counties to call such Bond for redemption.

This Bond is transferable by the registered owner hereof in person or by such owner's attorney duly authorized in writing at the principal corporate trust office of the Registration Agent set forth on the front side hereof, but only in the manner, subject to limitations and upon payment of the charges provided in the Resolution, as hereafter defined, and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds of authorized denominations of the same maturity and interest rate for the same aggregate principal amount will be issued to the transferee in exchange therefor. The person in whose name this Bond is registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the Counties nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bond shall be overdue. Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in authorized denomination or denominations, upon the terms set forth in the Resolution. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular Record Date or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the notice calling such Bond for redemption has been made, nor during a period following the receipt of instructions from the Counties to call such Bond for redemption.

This Bond 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 Bond during the period the Bond is held or beneficially owned by any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee, and (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 hereby certified, recited, and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond exist, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Bond does not exceed any limitation prescribed by the constitution and statutes of the State of Tennessee.

IN WITNESS WHEREOF, the Counties have caused this Bond to be signed by their County Mayors and attested by their County Clerks, all as of the date hereinabove set forth.

LOUDON COUNTY, TENNESSEE

By: DO NOT SIGN – FORM OF BOND
County Mayor

(SEAL)

ATTESTED:

DO NOT SIGN – FORM OF BOND
County Clerk

MONROE COUNTY, TENNESSEE

By: DO NOT SIGN – FORM OF BOND
County Mayor

(SEAL)

ATTESTED:

DO NOT SIGN – FORM OF BOND
County Clerk

Transferable and Payable at: _____

Date of Registration: _____

This Bond is one of the issue of Bonds issued pursuant to the Resolution hereinabove described.

Registration Agent

By: DO NOT SIGN – FORM OF BOND
Authorized Officer

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns, and transfers unto _____, whose address is _____ (Please insert Federal Identification of Social Security Number of Assignee _____), the within Bond of Loudon and Monroe Counties, Tennessee, and does hereby irrevocably constitute and appoint

_____, attorney, to transfer the said bond on the records kept for registration thereof with full power of substitution in the premises.

Dated: _____

Notice: The signature to this assignment must correspond with the name of the registered owner as it appears on the face of the within bond in every particular, without enlargement or alteration, or any change whatsoever.

Signature guaranteed:

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

[End of Bond Form]

Section 6. Equality of Lien; Pledge of Net Revenues. The punctual payment of principal of, premium, if any, and interest on the Series 2026 Bonds, the Series 2020 Bonds and any Parity Bonds shall be secured equally and ratably by the Net Revenues, without priority by reason of number or time of sale or execution or delivery. The Net Revenues are hereby irrevocably pledged to the punctual payment of such principal, premium, if any, and interest as the same become due.

Section 7. Applicability of the Master Resolution. This resolution is supplementary to and amends the Master Resolution to provide for the issuance of the Bonds on a parity with the Series 2020 Bonds. The provisions of Section 2 (Definitions), Section 7 (Funds; Accounts and Subaccounts; Application of Revenues), Section 8 (Charges for Services Supplied by the System), Section 9 (Covenants Regarding the Operation of the System), Section 10 (Remedies of Bond Owners), Section 11 (Prohibition of Prior Lien; Parity Bonds; Subordinate Lien Bonds), Section 14 (Discharge of Satisfaction of Bonds), Section 15 (Modification of Resolution), and Section 19 (Resolution a Contract) of the Master Resolution are hereby ratified and confirmed and incorporated herein by reference and, for so long as any of the Series 2026 Bonds shall be outstanding and unpaid either as to principal or as to interest, or until the discharge and satisfaction of the Series 2026 Bonds as provided in Section 14 of the Master Resolution, the provisions shall be applicable to the Series 2026 Bonds and shall inure to the benefit of owners of the Series 2026 Bonds as if set out in full herein.

Section 8. Sale of the Series 2026 Bonds.

(a) The Series 2026 Bonds shall be sold to the Underwriter at the price of not less than 98% of par and shall be dated the date of delivery of the Series 2026 Bonds.

(b) The County Mayors are authorized to change the dated date of the Series 2026 Bonds to a date other than the date of delivery, to change the first interest payment date on the Series 2026 Bonds to a date other than July 1, 2026, to establish the principal and interest payment dates and to designate maturity amounts of the Series 2026 Bonds, provided the total principal amount does not exceed the total amount authorized herein and the final maturity date of the Series 2026 Bonds does not exceed 30 years from the dated date of the Series 2026 Bonds, to provide for optional redemption premium so long as the

premium, if any, shall not exceed two percent (2%) of the par amount of the Series 2026 Bonds called for redemption, to sell the Series 2026 Bonds as a single term bond with mandatory redemption requirements corresponding to the combined mandatory redemption amounts set forth in the Bond Purchase Agreement, as they shall deem most advantageous to the Counties, and to cause all or a portion of the Series 2026 Bonds to be insured by a bond insurance policy issued by a nationally recognized bond insurance company to achieve the purposes set forth herein and to serve the best interests of the Counties, as they, in consultation with the Underwriter of the Series 2026 Bonds, shall determine to be most advantageous to the Counties in the issuance and sale of the Series 2026 Bonds. The form of the Series 2026 Bond set forth in Section 5 hereof shall be conformed to reflect any changes made pursuant to this Section 8.

(c) The County Mayors are hereby authorized to execute a Bond Purchase Agreement with the Underwriter of the Series 2026 Bonds, providing for the purchase and sale of the Series 2026 Bonds. The form of Bond Purchase Agreement shall be in substantially the form attached hereto as Exhibit A.

(d) The County Mayors and the County Clerks, or any of them, are authorized to cause the Series 2026 Bonds to be authenticated by the Registration Agent and delivered to the Underwriter, and to execute, publish, and deliver all certificates and documents as they shall deem necessary in connection with the sale and delivery of the Series 2026 Bonds, including certificates and agreements setting forth covenants of the Counties as required by the issuer of any bond insurance policy.

(e) The County Mayors are authorized to enter into an engagement letter with Bass, Berry & Sims PLC to serve as bond counsel with respect to the Series 2026 Bonds.

Section 9. Disposition of Bond Proceeds. The proceeds of the sale of the Series 2026 Bonds (net of any underwriter's discount and/or bond insurance premiums withheld from such proceeds) shall be deposited in a special fund of the Board known as the "Series 2026 Project Fund" to be kept separate and apart from all other funds of the Counties. Moneys in the Project Fund shall be disbursed solely to pay the costs of the Project, pay capitalized interest during construction of the Project and for six months thereafter at the option of the Counties, reimburse the Counties for amounts previously spent to pay said costs, and pay costs of issuance of the Series 2026 Bonds, including necessary legal, accounting and fiscal expenses, printing, engraving, advertising and similar expenses, administrative and clerical costs, Registration Agent fees, bond insurance policy premiums, and other necessary miscellaneous expenses incurred in connection with the issuance and sale of the Series 2026 Bonds and construction of the Project. Money in the Project Fund shall be secured in the manner prescribed by applicable statutes relative to the securing of public or trust funds, if any, or, in the absence of such a statute, by a pledge of readily marketable securities having at all times a market value of not less than the amount in the Project Fund. Money in the Project Fund shall be expended only for the purposes authorized by this resolution. Any funds remaining in the Project Fund after completion of the Project and payment of authorized expenses shall be deposited to the Bond Fund. Moneys in the Project Fund shall be invested as directed by an authorized representative of the Board in such investments as shall be permitted by the Act.

Section 10. Official Statement. The County Mayors of the Counties, or either of them, working with the Board and the Underwriter, are hereby authorized and directed to provide for the preparation and distribution of Preliminary Official Statements describing the Series 2026 Bonds, the Counties and the Board. The County Mayors of the Counties, or either of them, shall make such completions, omissions, insertions and changes in the Preliminary Official Statement not inconsistent with this resolution as are necessary or desirable to complete it as a final Official Statement for purposes of Rule 15c2-12(e)(3) of the Securities and Exchange Commission. The County Mayors of the Counties, or either of them, shall arrange for the delivery to the purchaser of a reasonable number of copies of the

Official Statement within seven business days after the Series 2026 Bonds have been sold for delivery by the Underwriter to each potential investor requesting a copy of the Official Statement.

The County Mayors of the Counties, or either of them, are authorized, on behalf of the Counties, to deem the Preliminary Official Statement and the Official Statement in final form, each to be final as of its date within the meaning of Rule 15c2-12(b)(1), except for the omission in the Preliminary Official Statement of certain pricing and other information allowed to be omitted pursuant to such Rule 15c2-12(b)(1). The distribution of the Preliminary Official Statement and the Official Statement in final form shall be conclusive evidence that each has been deemed in final form as of its date by the Counties except for the omission in the Preliminary Official Statement of such pricing and other information.

Section 11. Federal Tax Covenants.

(a) The Counties recognizes that the purchasers and holders of the Series 2026 Bonds will have accepted them on, and paid therefor a price that reflects, the understanding that interest thereon is excluded from gross income for purposes of federal income taxation under laws in force on the date of delivery of the Series 2026 Bonds. Accordingly, the Counties agree that they shall take no action that may render the interest on any of said Series 2026 Bonds subject to federal income taxation. It is the reasonable expectation of the Governing Bodies that the proceeds of the Series 2026 Bonds will not be used in a manner which will cause the Series 2026 Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Internal Revenue Code of 1986, as amended (the "Code"), including any lawful regulations promulgated or proposed thereunder, and to this end the said proceeds of the Series 2026 Bonds and other related funds established for the purposes herein set out, shall be used and spent expeditiously for the purposes described herein. The Governing Bodies further covenant and represent that in the event it shall be required by Section 148(f) of the Code to pay any investment proceeds of the Series 2026 Bonds to the United States government, it will make such payments as and when required by said Section and will take such other actions as shall be necessary or permitted to prevent the interest on the Series 2026 Bonds from becoming subject to inclusion in the gross income for purposes of federal income taxation. The Mayors are authorized and directed to make such certifications in this regard in connection with the sale of the Series 2026 Bonds as any or all shall deem appropriate, and such certifications shall constitute a representation and certification of the Counties.

(b) The County Mayor is hereby granted the authority to designate the Series 2026 Bonds as "qualified tax-exempt obligations," as defined in Section 265 of the Code, to the extent the Series 2026 Bonds are not deemed designated as such and may be designated as such.

(c) It is reasonably expected that the Counties will reimburse themselves for certain expenditures made by it in connection with the Project by issuing the Series 2026 Bonds. This resolution shall be placed in the minutes of the Governing Body and shall be made available for inspection by the general public at the office of the Governing Body. This resolution constitutes a declaration of official intent under Treas. Reg. §1.150-2.

Section 12. Continuing Disclosure. The Mayors are hereby authorized, if requested by the Underwriter of the Series 2026 Bonds, to enter into an agreement to provide annual financial information and notice of the occurrence or nonoccurrence of specified events to the holder of the Series 2026 Bonds. Failure of the Counties to comply with the undertaking herein described and to be detailed in said closing agreement, shall not be a default hereunder, but any such failure shall entitle the owner or owners of any of the Series 2026 Bonds to take such actions and to initiate such proceedings as shall be necessary and appropriate to cause the Counties to comply with its undertaking as set forth herein and in said agreement, including the remedies of mandamus and specified performance.

Section 13. Repeal of Conflicting Resolutions and Effective Date. All other resolutions and orders, or parts thereof, in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed and this Resolution shall be in immediate effect from and after its adoption.

Section 14. Separability. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

Section 15. Duties May be Charged to the Board. The Counties may satisfy their obligations hereunder regarding the operation of the System by causing the Board to undertake and comply with such obligations.

(signature page follows)

Adopted and approved on _____, 2026.

County Mayor

ATTEST:

County Clerk

EXHIBIT A

Form of Bond Purchase Agreement

(attached)

LOUDON COUNTY, TENNESSEE
MONROE COUNTY, TENNESSEE

\$ _____
WATER AND SEWER REVENUE BONDS (TELLICO AREA SERVICES SYSTEM),
SERIES 2026
BOND PURCHASE AGREEMENT

_____, 2026

Board of County Commissioners
Loudon County, Tennessee

Board of County Commissioners
Monroe County, Tennessee

Wiley Bros. – Aintree Capital, LLC (the “Underwriter”), hereby offers to enter into the following agreement with Loudon County, Tennessee and Monroe County, Tennessee (together, the “Issuers”) which, upon the acceptance of this offer, will be binding upon the Issuers and upon the Underwriter. This offer is made subject to the Issuers’ acceptance and execution of this Bond Purchase Agreement and its delivery to the Underwriter by 5:00 p.m., eastern time, on the date hereof, and, if not so accepted, will be subject to withdrawal by the Underwriter upon written notice at any time prior to acceptance hereof by the Issuers.

Capitalized terms used herein and not defined herein shall have the meanings given them in the Resolution (as hereinafter defined).

1. Purchase and Sale of the Bonds. (a) Upon the terms and conditions and upon the basis of the representations, warranties and covenants, herein set forth, the Underwriter, agrees to purchase from the Issuers for offering to the public, and the Issuers hereby agrees to sell to the Underwriter for such purpose, all, but not less than all, of the Issuers’ \$ _____ Water and Sewer Revenue Bonds (Tellico Area Services System), Series 2026, dated the date of their delivery (the “Bonds”). The aggregate purchase price shall be equal to \$ _____, the par amount of the Bonds, plus net original issue premium of \$ _____, less Underwriter’s discount of \$ _____.

(b) The Bonds shall be issued and secured under the provisions of a Bond Resolution adopted by the Board of County Commissioners of Loudon County on _____, 2026 and the Board of County Commissioners of Monroe County on _____, 2026 (together, the “Resolution”). The Bonds shall also be issued pursuant to the Constitution and laws of the State of Tennessee, including particularly Sections 7-34-101 et seq., Tennessee Code Annotated (the “Act”).

The Bonds are payable solely from and secured solely by a pledge of the Net Revenues (as defined in the Resolution) derived from the operation of the water and sewer system of the Issuers (the “System”) operated by Board of Directors of the Tellico Area Services System (the “TASS Board”), on a parity and equality of lien with respect to such Net Revenues with the Issuers’ outstanding Water and Sewer Revenue Bonds (Tellico Area Services System, Series 2020 (the “Series 2020 Bonds”). The proceeds of the Bonds, net of amounts applied to the payment of costs of issuance, will be deposited to a project fund established by the Resolution and used to pay costs of the Projects, as defined in the Resolution.

The Resolution and the Bonds will be in the forms previously supplied by the Issuers, with only such subsequent amendments as shall be approved by the Issuers and the Underwriter.

(c) The Bonds shall bear interest, shall mature and shall otherwise be as described in Exhibit A attached hereto and incorporated herein by reference. The Bonds maturing on or before July 1, 2029 shall mature without option of prior redemption. Bonds maturing on July 1, 2030 and thereafter shall be subject to redemption prior to maturity at the option of the Issuers on or after July 1, 2029, as a whole or in part at any time at the redemption price of par, plus interest accrued to the redemption date.

(d)

(i) The Issuers will treat the first price at which 10% of each maturity of the Bonds (the “10% test”) is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). The underwriter confirms that it has sold at least 10% of each maturity of the Bonds to the public at a price of no higher than the initial price to the public reflected on Exhibit A.

(ii) The Underwriter acknowledges that sales of any Bonds to any person that is a related party to a regulatory underwriter shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(1) “public” means any person other than a regulatory underwriter or a related party,

(2) “regulatory underwriter” means (A) any person that agrees pursuant to a written contract with the Issuers (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public),

(3) a purchaser of any of the Bonds is a “related party” to a regulatory underwriter if the regulatory underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both

entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profit interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(4) “sale date” means the date of execution of this Purchase Agreement by all parties.

(iii) At the Closing, as a condition to the Issuers’ obligation to deliver the Bonds, the Underwriter shall deliver to the Issuer an issue price certificate in substantially the form set forth in Exhibit D in order to enable Bond Counsel to render its opinion as to the exclusion from gross income tax purposes of interest on the Bonds under the Internal Revenue Code of 1986, as amended (the “Code”).

(e) As of its date, the Preliminary Official Statement has been “deemed final” (except for permitted omissions) by the Issuers for purposes of Rule 15c2-12(b)(1) of the Securities and Exchange Commission. The Issuers will deliver, or cause to be delivered, to the Underwriter, promptly after the acceptance hereof, but in any event within seven (7) days of the date hereof, copies of the Official Statement, sufficient to enable the Underwriter to comply with the requirements of Rule 15c2-12 of the Securities Exchange Commission (and the related rules of the Municipal Securities Rulemaking Board).

(f) In the event of the Issuers’ failure to tender the Bonds at the Closing, or if the Issuers shall be unable to satisfy the conditions of the obligation of the Underwriter to purchase and accept delivery of the Bonds as set forth in this Bond Purchase Agreement, or if the obligation of the Underwriter with respect to the Bonds shall be terminated for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement shall terminate and neither the Underwriter nor the Issuers shall be under further obligation hereunder, except that the payment of expenses as provided in Section 4 and indemnification, if any, as provided in Section 2 hereof, shall continue in full force and effect. In the event that the Underwriter fails (other than for a reason permitted under this Bond Purchase Agreement) to accept and pay for the Bonds at the Closing, the Underwriter’s liability therefor shall be limited to the underwriter’s compensation hereunder as and for full liquidated damages for such failure and for any and all defaults hereunder on the part of the Underwriter, and thereupon all claims and rights of the Issuers hereunder against the Underwriter shall be fully released and discharged. The Underwriter understands that in such event the Issuers’ actual damages may be greater or may be less than such sum. Accordingly, the Underwriter hereby waives any right to claim that the Issuers’ actual damages are less than such sum, and acceptance of this offer shall constitute a waiver of any right the Issuers may have to additional damages from the Underwriter and no party shall have further rights against any other party hereunder.

(g) The Issuers have authorized the Preliminary Official Statement, the Official Statement, the Resolution and the information contained therein to be used in connection with the public offering and sale of the Bonds and agrees not to supplement or amend or cause to be

supplemented or amended the Resolution or the Official Statement, at any time prior to the Closing without the Underwriter's prior written consent. The Issuers hereby consent to and ratify the Underwriter's use prior to the date hereof of the Preliminary Official Statement in connection with the public offering of the Bonds. The Issuers agree to furnish such information, execute such instruments and take such other action as the Underwriter may reasonably require in order to qualify the Bonds for offering and sale under the blue sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriter may designate except where such action would require the Issuers to undertake actions reasonably determined by the Issuers to be unduly burdensome; and except that in no event shall the Issuers be required to file a general consent to service of process in any such jurisdiction.

(h) If, at any time prior to the Closing, any event known to the Issuers relating to or affecting the Issuers or the Resolution shall occur which might affect the correctness or completeness of any statement of a material fact contained in the Official Statement, the Issuers will promptly notify the Underwriter, in writing, of the circumstances and details of such event. If, as a result of such event or any other event, it is necessary, in the opinion of the Underwriter, to amend or supplement the Official Statement in order to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading and the Underwriter shall have so advised the Issuers, the Issuers will forthwith prepare and furnish to the Underwriter a reasonable number of copies of an amendment of or a supplement to such Official Statement which will so amend or supplement such Official Statement so that, as amended or supplemented, it will not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

2. Representations, Warranties and Covenants of the Issuers. The Issuers represents, warrants and covenants to the Underwriter that:

(a) The Issuers are authorized under the laws of the State of Tennessee and resolutions of their Boards of County Commissioners to issue the Bonds and to pledge the Net Revenues of the Issuers for payment of principal, premium, if any, and interest on the Bonds.

(b) The Issuers have the full legal right, power and authority (i) to execute and deliver this Bond Purchase Agreement, (ii) to issue, sell (or cause to be sold) and deliver (or cause to be delivered) the Bonds to the Underwriter as provided in this Bond Purchase Agreement; and (iii) to carry out and consummate all other transactions contemplated by this Bond Purchase Agreement, the Resolution and the Official Statement.

(c) The Issuers have duly authorized (i) the execution, delivery and performance of this Bond Purchase Agreement, the Bonds and the Resolution; (ii) the distribution of the Preliminary Official Statement and the execution, delivery and distribution of the Official Statement; and (iii) the taking of any and all such action as may be required on the Issuers' part to carry out, give effect to and consummate the transactions contemplated by this Bond Purchase Agreement, the Resolution and the Official Statement.

(d) The Issuers have duly adopted the Resolution and it is in full force and effect, and the Bond Purchase Agreement, when executed and delivered by the parties hereto and thereto,

will constitute a legal, valid and binding obligation of the Issuers (subject, as to the enforcement of remedies, to any applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting the rights of creditors generally and the exercise of judicial discretion in accordance with general principles of equity).

(e) The Issuers have complied, and will at the Closing be in compliance, in all respects, with the Resolution and the Act and all other agreements relating to projects undertaken by the Issuers or with respect to which the Issuers have assumed responsibility.

(f) When delivered to and paid for by the Issuers at the Closing, in accordance with the provisions of this Bond Purchase Agreement, the Bonds will be duly authorized, executed, authenticated and delivered and will constitute legal, valid and binding obligations of the Issuers, enforceable in accordance with their terms (subject, as to the enforcement of remedies, to any applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting the rights of creditors generally and the exercise of judicial discretion in accordance with general principles of equity) and will be entitled to the benefits of, and secured by, the Resolution.

(g) At the Closing, all approvals, consents, authorizations and orders of any government or regulatory authorities or agencies having jurisdiction in the matter, which would constitute a condition precedent to the performance by the Issuers of the Issuers' obligations under this Bond Purchase Agreement, the Bonds and the Resolution will have been obtained and any approvals, consents, authorizations and orders so received will be in full force and effect.

(h) The adoption of the Resolution, the execution and delivery of this Bond Purchase Agreement, the Preliminary Official Statement, the Official Statement and the Bonds, and the compliance with the provisions thereof and hereof, do not and will not conflict with or constitute on the Issuers' part a violation of, breach of or default under any material statute, any existing law, administrative regulation, filing, decree or order, state or federal, or any provision by the Constitution or laws of the State of Tennessee, or any rule or regulation of the Issuers, indenture, mortgage, lease, deed of trust, note, resolution, or other agreement or instrument to which the Issuers, its properties, members or employees in their respective capacities as such are subject or by which the Issuers, its properties, members or employees are or may be bound or, to the knowledge of the Issuers, any order, rule or regulation of any regulatory body or court having jurisdiction over the Issuers or any of their activities or properties.

(i) The Official Statement, is and will be, at the date of Closing, true and correct in all material respects and does not and will not, at the date of Closing, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein which is necessary to make the Official Statement, or the statements and information contained therein, in light of the circumstances under which they were made, not misleading;

(j) Between the time of the Issuers' acceptance hereof and the Closing, the Issuers will not execute or issue any bond or notes or incur any other obligations for borrowed money related to the System other than those referred to in the Official Statement and other than those obligations incurred in the normal course of doing business, and there will not be any adverse change of a material nature in the financial position or method of operation of the Issuers relating to the System.

(k) The Issuers has not incurred any material liabilities, direct or contingent, nor has there been any material adverse change in the financial position, results of operations or condition, financial or otherwise, of the Issuers and related to the System since June 30, 2019, which is not described in the Official Statement, whether or not arising from transactions in the ordinary course of business.

(l) The Issuers will cooperate with the Underwriter in the qualification of the Bonds for offering and sale and the determination of their eligibility for investment under the laws of such jurisdictions as the Underwriter shall designate, provided that the Issuers shall not be required to consent to service of process in any jurisdiction.

(m) Except as disclosed in the Official Statement, there is, to the Issuers' knowledge, no action, suit, hearing, proceeding, inquiry or investigation, at law or in equity, or before or by any court or governmental or public board, agency or body, pending (if service of process shall have been made against the Issuers, the Issuers shall be deemed to have knowledge thereof) or threatened against the Issuers (nor to the Issuers' best knowledge is there any basis therefor) wherein an unfavorable decision, ruling or finding would, in any way, adversely affect: (i) the validity or enforceability of the Bonds, the Resolution, this Bond Purchase Agreement or any other material agreement or instrument to which the Issuers is a party, used or contemplated for use in the consummation of the transactions contemplated by this Bond Purchase Agreement or by the Official Statement; or (ii) the Net Revenues or the funds and accounts held under the Resolution and pledged to the payment of the Bonds.

(n) Any certificate signed by an official of the Issuers and delivered in connection with the issuance of the Bonds to the Underwriter shall be deemed to be a representation, warranty and covenant by the Issuers, to the Underwriter as to the statements made therein.

(o) The Issuers are not and have never been in default in the payment of principal of, premium, if any, or interest on, or otherwise been in material default with respect to any bonds, notes or other obligations which the Issuers has issued, assumed or guaranteed as to payment of principal, premium, if any, or interest, and, other than as set forth in the Resolution and/or as disclosed in the Preliminary Official Statement and Official Statement, the Issuers has not entered into any contract or arrangement of any kind which might give rise to any lien or encumbrance on the Issuers' revenue or other assets, properties, funds or interest pledged pursuant to the Resolution.

(p) If, during the period during which the Underwriter is required to deliver copies of the Official Statement to potential customers under Rule 15c2-12 of the regulations promulgated by the Securities and Exchange Commission (the "Rule"), any event or condition occurs which might or could cause the Official Statement, as then supplemented or amended, with respect to the information and descriptions contained or to be contained therein, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the Issuers shall notify the Underwriter thereof and if, in the opinion of the Underwriter, such event or condition requires the preparation and publication of an amendment or supplement to the Official Statement, the Issuers will cooperate in the preparation of either amendments to the Official Statement or supplemental information so that the statements in the

Official Statement as so amended or supplemented will not contain any untrue statement of material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. Any such amendment or supplement must be with the approval of Bond Counsel and the Underwriter.

(q) For purposes of compliance with the Rule, the Issuers will undertake to provide notices of the occurrence of certain events and provide certain annual financial information as provided in the Resolution and Preliminary Official Statement, and will evidence its undertaking by executing a Continuing Disclosure Certificate at closing. A description of these undertakings is set forth in the Preliminary Official Statement and will also be set forth in the Official Statement.

(r) To the extent permitted by law, the Issuers agree to indemnify and hold harmless the Underwriter and each person, if any, who controls (as such term is defined in Section 15 of the Securities Act of 1933, as amended) the Underwriter and the officers, agents and employees of the Underwriter against any and all losses, claims, damages, liabilities and expenses

(i) arising out of any statement or information in the Official Statement, relating to the Issuers that is or is alleged to be untrue or incorrect in any material respect or the omission or alleged omission therefrom of any statement or information that should be stated therein or that is necessary to make the statements therein relating to the Issuers not misleading in any material respect, and

(ii) to the extent of the aggregate amount paid in settlement of any litigation commenced or threatened arising from a claim based upon any such untrue statement or omission if such settlement is effected with the written consent of the Issuers;

provided, however, that the indemnity agreement contained in this subsection shall not inure to the benefit of the Underwriter (or to the benefit of any person controlling the Underwriter), if the Underwriter failed to send or give a copy of the Official Statement to such person claiming such loss, damage, liability or expense at or prior to the written confirmation of the sale of Bonds to such person and the Underwriter was required by law to send or give such Official Statement.

In case any claim shall be made or action brought against the Underwriter or any controlling person based upon the Official Statement for which indemnity may be sought against the Issuers, as provided above, the Underwriter shall promptly notify the Issuers in writing setting forth the particulars of such claim or action and the Issuers shall assume the defense thereof, including the retaining of counsel acceptable to the Underwriter and the payment of all expenses. The Underwriter or any such controlling person shall have the right to retain separate counsel in any such action but shall bear the fees and expenses of such counsel unless (i) the Issuers shall have specifically authorized the retaining of such counsel or (ii) the parties to such suit include such Underwriter or controlling person or persons, and the Issuers and such Underwriter or controlling person or persons have been advised by such counsel that one or more legal defenses may be available to it or them which may not be available to the Issuers, in which case the Issuers shall not be entitled to assume the defense of such suit notwithstanding its obligation to bear the fees and expenses of such counsel.

(s) Except as specified in the Official Statement, the Issuers are not in default and have not been in default within the past five years with respect to any continuing disclosure obligation incurred pursuant to the Rule.

(t) All the certifications required to be made by the Issuers pursuant to Section 3 hereof are true and correct as of the date hereof.

3. Conditions of Closing. The obligations of the Underwriter hereunder as to the Bonds are subject to the performance by the Issuers of their obligations to be performed hereunder at or prior to the Closing, to the accuracy of and compliance with, in all material respects, the representations, warranties and covenants contained herein as of the date hereof and the date of the Closing and are also subject, in the Underwriter's discretion, to the following additional conditions:

(a) (i) The Resolution shall be in full force and effect and shall not have been amended, modified or supplemented since the date hereof except as may have been agreed to in writing by the Underwriter; (i) the Issuers shall perform or shall have performed all of its obligations required under or specified in this Bond Purchase Agreement with regard to the Bonds or the Resolution to be performed at, simultaneously with or prior to the Closing; and (ii) the Issuers shall have adopted and there shall be in full force and effect such additional agreements and resolutions, and there shall have been taken in connection therewith and in connection with the issuance of the Bonds all such action, as shall, in the opinion of Bass, Berry & Sims, PLC ("Bond Counsel"), be necessary in connection with the transaction contemplated hereby;

(b) The Bonds shall have been duly authorized, executed, authenticated, and delivered in accordance with the provisions of the Resolution;

(c) If any event shall occur between the date hereof and the date of Closing, which might cause or would cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the Issuers shall notify the Underwriter thereof and if, in the opinion of the Issuers and in the opinion of the Underwriter such event requires a supplement or amendment to the Official Statement, the Issuers will supplement or amend the Official Statement in a form and in a manner approved by the Underwriter. If the Official Statement is amended or supplemented subsequent to the date hereof, the Underwriter may terminate this Bond Purchase Agreement with respect to the Bonds by notification to the Issuers at any time prior to the Closing if in the judgment of the Underwriter such amendment or supplement has or will have a material adverse effect on the market price of the Bonds, or for any reason otherwise permitted under this Bond Purchase Agreement;

(d) No litigation shall be pending to restrain or enjoin the issuance or delivery of the Bonds or the collection of any material amount of revenues pledged or to be pledged to pay the principal of or interest on the Bonds, or in any way contesting or affecting the validity of the Bonds, the Bond Purchase Agreement or the Resolution;

(e) At or prior to the Closing, the Underwriter shall receive the following documents with respect to the issuance of the Bonds:

(i) the unqualified approving opinion of Bond Counsel dated the date of Closing and addressed to the Issuers and to the Underwriter, in substantially the form included in Appendix E to the Official Statement;

(ii) an opinion of Counsel to the Issuers dated the date of Closing and addressed to the Underwriter in a form acceptable to Bond Counsel and the Underwriter;

(iii) a certificate of the Issuers dated the date of Closing, and executed on behalf of the Issuers by the County Mayors of the Issuers, to the effect that (a) the representations and warranties of the Issuers contained herein are true and correct in all material respects as of the date of the Closing; (b) the Issuers have performed all of their obligations under this Bond Purchase Agreement to be performed at or prior to the Closing and are in full compliance with its agreements set forth in this Bond Purchase Agreement; (c) no material adverse change has occurred in the business, properties, other assets or financial position of the System since June 30, 2019 and (d) the Issuers have not incurred any material liabilities related to the System other than as set forth in or contemplated by the Official Statement, and the latest available audited financial statements as of June 30, 2019 present fairly the business, properties, other assets and financial position of the System as of the date thereof for the period therein described;

(iv) the Official Statement, dated _____, 2026, executed on behalf of the Issuers by their County Mayors relating to the Bonds as supplemented and amended from time to time with as many copies as the Underwriter shall reasonably request as necessary to comply with the Rule and with Rule G-32 and all other applicable rules of the Municipal Securities Rulemaking Board which the Issuers agree to deliver such Official Statement within seven (7) business days after the execution hereof;

(v) the Resolution, duly certified on behalf of the Issuers;

(vi) A certificate, dated the Closing Date, signed by the County Mayors of the Issuers, in which such officer, to the best of their knowledge, information and belief, shall state that:

(A) There is no litigation or other legal or governmental action, proceeding, inquiry or investigation of any nature pending on the Closing Date, or to their knowledge threatened, seeking to restrain or enjoin the issuance, sale, execution or delivery of the Bonds, application of the proceeds thereof, or the payment, collection or application of income or revenues of the Issuers or the pledge thereof to the payment of the Bonds pursuant to the Resolution; seeking to restrain or enjoin the execution, delivery or performance of the Bond Purchase Agreement; in any manner questioning the proceedings or authority pursuant to which the Bonds are authorized or issued; in any manner questioning or relating to the validity of the Bonds, the Resolution or the Bond Purchase Agreement; contesting in any way the completeness or accuracy of the Official Statement; in

any way contesting the corporate existence or boundaries of the Issuers or the title of their present officers to their respective offices; or contesting the powers of the Issuers or its authority with respect to the Bonds, the Resolution, the Bond Purchase Agreement or the Official Statement, or any act to be done or documents or certificates to be executed or delivered in connection with any of them;

(B) The Resolution is as of the Closing Date in full force and effect and has not been amended, modified or supplemented, except as provided herein;

(C) The execution and delivery of the Bond Purchase Agreement and the Bonds, the adoption of the Resolution, and the compliance by the Issuers with the terms and provisions thereof, will not conflict with, or result in any violation of any provision of the incorporating or governing documents of the Issuers or of any amendments to any of the foregoing or any indenture, mortgage, deed of trust or other agreement or instrument to which either Issuer is a party or by which it or its properties are bound and will not violate any decree, order, injunction, judgment, determination or award to which the Issuers or their properties are subject;

(D) The Issuers have complied with all the requirements and satisfied all the conditions on its part to be performed or satisfied at or prior to the delivery of the Bonds;

(E) The descriptions and statements contained in the Official Statement were at the time of its publication and distribution, and are on the Closing Date, true and correct in all material respects, and the Official Statement did not at the time of its publication and distribution, and does not on the Closing Date, contain an untrue statement of a material fact or omit to state a material fact required to be stated where necessary to make the statements made, in light of the circumstances under which they are made, not misleading; and

(F) Except for the Bonds and the Series 2020 Bonds, the Issuers do not have outstanding any obligations payable from or secured by or entitled to a lien on the Net Revenues of the System and have not pledged said Net Revenues to secure any such obligations.

(vii) evidence that S&P Global Ratings (“S&P”) has issued a rating of at least ___ for the Bonds;

(viii) A certificate of the TASS Board in form and substance satisfactory to the Underwriter and Bond Counsel; and

(ix) such other certificates and documents as shall be listed on a Closing Memorandum to be approved by the Counsel to the Issuers and Bond Counsel, including any certificates or representations of the Issuers required in order for Bond Counsel to deliver the opinions referred to in this Bond Purchase Agreement; and such additional legal opinions, certificates, proceedings, instruments and other documents as Bond

Counsel may reasonably request to evidence compliance by the Issuers with legal requirements, the truth and accuracy, as of the time of Closing, of the representations and warranties of the Issuers contained herein and the due performance or satisfaction by the Issuers at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the Issuers.

4. Expense. If the Bonds are sold to the Underwriter by the Issuers or as contemplated in Section 1(f) hereof, the Issuers shall pay, out of the proceeds of the Bonds or from other legally available funds, any expenses incident to the performance of its obligations hereunder including but not limited to: (i) the cost of the preparation and printing of the Bonds; (ii) fees and expenses of Bond Counsel; (iii) the cost of the preparation, printing and delivery of the Preliminary Official Statement and the Official Statement (including any and all supplements or amendments thereto required under Paragraph 1(h) of this Bond Purchase Agreement), together with the number of copies which the Underwriter deems reasonable; (iv) the fees and disbursements of the Issuers, including, without limitation, the charges of S&P; (v) fees and expenses of the Counsel to the Issuers, accountants, any firm performing mathematical verification, financial advisor and consultants; (vi) fees of the registration agent; (vii) all advertising expenses in connection with the public offering of the Bonds; (viii) the cost of preparing and printing the blue sky and legal investment memoranda; (ix) fees and expenses of the Underwriter; and (x) any other costs associated with the issuing of the Bonds.

5. Termination. The Underwriter may terminate this Bond Purchase Agreement without liability by notification to the Issuers, if, at any time subsequent to the date hereof and at or prior to the Closing:

(a) legislation shall be enacted by the Congress of the United States or a bill introduced (by amendment or otherwise) or favorably reported by a committee of the House of Representatives or the Senate of the Congress of the United States, or a decision by a court of the United States or the Tax Court of the United States shall be rendered, or a ruling, regulation or fiscal action shall be issued or proposed by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other governmental agency with respect to or having the purpose or effect of including within gross income for federal income tax purposes interest received on bonds of the general character of the Bonds, which, in the reasonable opinion of the Underwriter, materially adversely affects the market for the Bonds or the sale, at the contemplated offering prices, by the Underwriter of the Bonds to be purchased by it; or

(b) any legislation, rule or regulation shall be introduced in, or be enacted by the General Assembly or any department or agency in the State of Tennessee, or a decision by any court of competent jurisdiction within the State of Tennessee shall be rendered which, in the reasonable opinion of the Underwriter, materially adversely affects the market for the Bonds or the sale, at the contemplated offering prices, by the Underwriter of the Bonds to be purchased by it; or

(c) any amendment to the Official Statement is proposed by the Issuers or deemed necessary by Bond Counsel which, in the reasonable opinion of the Underwriter, materially adversely affects the market for the Bonds or the sale, at the contemplated offering prices, by the Underwriter of the Bonds to be purchased by it; or

(d) any fact shall exist or any event shall have occurred which, in the reasonable opinion of the Underwriter, makes the Official Statement, in the form as originally approved by the Issuers, contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading; or

(e) there shall have occurred any outbreak or escalation of hostilities or any national or international calamity or crisis, financial or otherwise, including a general suspension of trading on any national securities exchange, which, in the reasonable opinion of the Underwriter, materially adversely affects the market for the Bonds or the sale, at the contemplated offering prices, by the Underwriter of the Bonds to be purchased by it; or

(f) legislation shall be enacted or any action shall be taken by, or on behalf of, the Securities and Exchange Commission which, in the reasonable opinion of Counsel to the Underwriter, has the effect of requiring the contemplated distribution of the Bonds to be registered under the Securities Act of 1933, as amended, or the Resolution to be qualified under the Trust Indenture Act of 1939, as amended, or any laws analogous thereto relating to governmental bodies, and compliance therewith cannot be accomplished prior to the Closing; or

(g) a general banking moratorium shall have been declared by United States, New York or Tennessee authorities, which, in the reasonable opinion of the Underwriter, materially adversely affects the market for the Bonds or the sale, at the contemplated offering prices, by the Underwriter of the Bonds to be purchased by it; or

(h) any national securities exchange, or any governmental authority, shall impose, as to the Bonds or obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Underwriter.

6. Closing. At 10:00 a.m., eastern time, on _____, 2026, or at such other time or date as shall have been mutually agreed upon by the Issuers and the Underwriter, the Issuers will deliver, or cause to be delivered, to the Underwriter, through The Depository Trust Company, or such agent as it shall designate, the Bonds, in book-entry form, duly executed on the Issuers' behalf, together with the other documents hereinafter mentioned, and the Underwriter will accept, or cause to be accepted, such delivery and pay to the Issuers the purchase price of the Bonds in the amount set forth in Section 1 hereof by wire transfer payable in immediately available funds or such other medium of payment as shall be acceptable to the Issuers. Payment for the Bonds as aforesaid shall be made at a financial institution designated by the Issuers. Such payment and delivery is herein called the "Closing" and the date of the Closing is herein called the "Closing Date." The Bonds shall be delivered as fully registered bonds, in denominations of \$5,000 each or any integral multiple thereof as the Underwriter shall request, shall bear CUSIP numbers, shall be registered in name of CEDE & CO. as nominee for The Depository Trust Company, New York, New York and denominations and form eligible for processing by DTC. The registration and paying agent for the Bonds shall be Regions Bank. The Bonds shall be duly authenticated by the Registration Agent. The Underwriter hereby instructs that the Bonds be delivered by the Registration Agent to The Depository Trust Company, New York, New York, as its agent for accepting delivery of the Bonds, by FAST delivery.

7. No Fiduciary Duty. The Issuers acknowledge and agree that (i) the purchase and sale of the Bonds pursuant to this Purchase Agreement is an arm's-length commercial transaction between the Issuers and the Underwriter; (ii) in connection with such transaction, including the process leading thereto, the Underwriter is acting solely as a principal and not as a municipal advisor (including, without limitation, a Municipal Advisor (as such term is defined in Section 975(e) of the Dodd-Frank Wall Street Reform and Consumer Protection Act)), an agent or a fiduciary of the Issuers; (iii) the Underwriter has neither assumed an advisory or fiduciary responsibility in favor of the Issuers with respect to the offering of the Bonds or the process leading thereto (whether or not the Underwriter, or any affiliate of the Underwriter, has advised or is currently advising the Issuers on other matters) nor has it assumed any other obligation to the Issuers except the obligations expressly set forth in this Purchase Agreement, (iv) the Underwriter has financial and other interests that differ from those of the Issuers; and (v) the Issuers has consulted with its own legal and financial advisors to the extent it deemed appropriate in connection with the offering of the Bonds.

8. Miscellaneous. (a) Any notice or other communication to be given to the Issuers under this Bond Purchase Agreement may be given by delivering the same in writing at the addresses as set forth above, and any notice or other communication to be given to the Underwriter under this Bond Purchase Agreement may be given by delivering the same in writing to: Wiley Bros.-Aintree Capital, LLC; Attention: Keener Billups; 40 Burton Hills Boulevard, Suite 350; Nashville, Tennessee 37215.

(b) This Bond Purchase Agreement is made solely for the benefit of the Issuers and the Underwriter (including the successors or assigns of any of the Underwriter) and no other person shall acquire or have any right under or by virtue hereof.

(c) All representations, warranties and covenants of the Issuers (other than the Issuers' agreement to issue and tender the Bonds) in this Bond Purchase Agreement shall remain operative and in full force and effect, regardless of (a) any investigation made by or on behalf of the Underwriter, and (b) delivery of any payment for the Bonds hereunder. Liability of the Issuers hereunder for payment of expenses shall survive any termination of this Bond Purchase Agreement.

(d) No member of the governing body of the Issuers, nor any employee or official shall be individually liable for the breach of any representation, warranty or covenant contained in this Bond Purchase Agreement.

(e) This Bond Purchase Agreement shall not be assigned by the Issuers.

(f) If any provision of this Bond Purchase Agreement shall be held or deemed to be or shall, in fact, be inoperative, invalid or unenforceable as applied in any particular case in any jurisdiction or jurisdictions because it conflicts with any provisions of any Constitution, statute, rule or public policy, or any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this Bond Purchase Agreement invalid, inoperative or unenforceable to any extent whatever.

(g) This Bond Purchase Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee, without giving effect to conflicts of law principles.

(h) This Bond Purchase Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

Very truly yours,

WILEY BROS.—AINTREE CAPITAL
&PARTNERS, LLC

By: _____

Accepted and agreed to as of the
date first above written:

LOUDON COUNTY, TENNESSEE

By: _____
Title: County Mayor

MONROE COUNTY, TENNESSEE

By: _____
Title: County Mayor

EXHIBIT A

BOND MATURITIES, RATES, PRICES AND YIELDS

<u>Maturity (April 1)</u>	<u>Principal</u>	<u>Coupon</u>	<u>Price</u>	<u>Yield</u>
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The Issuers shall redeem Bonds maturing on _____ on the redemption dates set forth below opposite the maturity date, 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. The Bonds to be so redeemed shall be selected by lot or in such other random manner as the Registration Agent in its discretion may designate. The dates of redemption and principal amount of Bonds to be redeemed on said dates are as follows:

<u>Maturity</u>	<u>Redemption Date</u>	<u>Principal Amount to be Redeemed</u>
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EXHIBIT B

LOUDON COUNTY, TENNESSEE
MONROE COUNTY, TENNESSEE

\$ _____
WATER AND SEWER REVENUE BONDS (TELLICO AREA SERVICES SYSTEM),
SERIES 2026

ISSUE PRICE CERTIFICATE

The undersigned (the “Underwriter”), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned bonds (the “Bonds”).

1. ***Determination of Issue Price.*** For each Maturity of the Bonds, the first price at which at least 10% of such Maturity was sold to the Public on the Sale Date is the respective price listed in Schedule A.

2. ***Defined Terms.***

(a) ***Issuers*** means Loudon County, Tennessee and Monroe County, Tennessee.

(b) ***Maturity*** means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(c) ***Public*** means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than a Regulatory Underwriter or a related party to a Regulatory Underwriter. A purchaser of any of the Bonds is a “related party” to a Regulatory Underwriter if the Regulatory Underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profit interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

(d) ***Sale Date*** means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is _____, 2026.

(e) ***Regulatory Underwriter*** means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) to participate in

the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Underwriter’s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuers with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Bass Berry & Sims PLC, Bond Counsel to the Issuers, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

Dated: _____, 2026

WILEY BROS.—AINTREE CAPITAL, LLC

By: _____

Name: _____

Schedule A

BOND MATURITIES, RATES, PRICES AND YIELDS

<u>Maturity (April 1)</u>	<u>Principal</u>	<u>Coupon</u>	<u>Price</u>	<u>Yield</u>
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49453498.1

STATE OF TENNESSEE)
)
COUNTY OF LOUDON)

I, hereby certify that I am the duly qualified and acting County Clerk of Loudon County, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a meeting of the Board of County Commissioners of said County held on _____, 2026; that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to not to exceed \$20,500,000 in aggregate principal amount of Water and Sewer Revenue Bonds, Series 2026 of said County and Loudon County, Tennessee.

WITNESS my official signature and seal of said County this ____ day of _____, 2026.

County Clerk

(SEAL)

49401523.2