

September 2, 2025

The Honorable David Livingston, County Mayor
Haywood County, Tennessee

Re: Issuance of General Obligation School Bonds to the United States Department of Agriculture (“USDA”) and Related General Obligation School Bond Anticipation Notes

Dear Mayor:

The purpose of this engagement letter is to set forth certain matters concerning the services we will perform as bond counsel to Haywood County, Tennessee (the “Issuer”), in connection with the issuance of the above-referenced bonds (the “Bonds”). We understand that the Bonds will be issued for the purpose of providing funds necessary to finance the acquisition of land for, design, site development, construction, improvement, renovation, repair and equipping of County schools and school facilities (the “Projects”) and to pay the costs incident to the sale and issuance of the Bonds. We also understand that the Issuer will issue bond anticipation notes (“Notes”) to fund project costs incurred prior to the issuance of the Bonds.

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

1. Subject to the completion of proceedings to our satisfaction, render our legal opinion (the “Bond Opinion”) regarding the validity and binding effect of the Notes and the Bonds, the source of payment and security for the Notes and the Bonds, and the excludability of interest on the Notes and the Bonds from gross income for federal income tax purposes, if applicable.
2. Prepare and review documents necessary or appropriate for the authorization, issuance and delivery of the Notes and the Bonds, coordinate the authorization and execution of such documents, and review enabling legislation.
3. Assist the Issuer in seeking from other governmental authorities such approvals, permissions and exemptions as we determine are necessary or appropriate in connection with the authorization, issuance, and delivery of the Notes and the Bonds.
4. Review legal issues relating to the structure of the Notes and the Bonds.

Our Bond Opinion will be addressed to the Issuer and the purchaser of the Notes or USDA, as applicable, and will be delivered by us on the dates that the Notes and the Bonds are exchanged for their respective purchase prices (each, a “Closing”).

The Bond Opinion will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Issuer with applicable laws relating to the Notes and the Bonds.

During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Notes and the Bonds and their security.

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

- a. Preparing requests for tax rulings from the Internal Revenue Service.
- b. Drafting state constitutional or legislative amendments.
- c. Pursuing test cases or other litigation (such as contested validation proceedings), except as set forth above.
- d. Making an investigation or expressing any view as to the creditworthiness of the Issuer or the Notes and the Bonds.
- e. Except for defending our Bond Opinion, representing the Issuer in Internal Revenue Service examinations or inquiries.
- f. After Closing, providing continuing advice to the Issuer or any other party concerning any actions necessary to assure that interest paid on the Notes and the Bonds will continue to be excludable from gross income for federal income tax purposes (e.g., our engagement does not include rebate calculations for the Notes and the Bonds).
- g. Addressing any other matter not specifically set forth above that is not required to render our Bond Opinion.

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

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

Our firm does not represent the USDA. However, our firm represents many political subdivisions, companies and individuals. It is possible that during the time that we are representing the Issuer, one or more of our present or future clients will have transactions with the Issuer. It is also possible that we may be asked to represent, in an unrelated matter, one or more of the entities involved in the issuance of the Notes or the Bonds. As an example, it is possible that the financial institution that you select to purchase the Notes may be a client of the firm in unrelated matters. We do not believe representations of this type will adversely affect our ability to represent you as provided in this letter, either because such matters will be sufficiently different from the issuance of the Bonds so as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed

by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Notes or Bonds. Execution of this letter will signify the Issuer's consent to this representation and our representation of others consistent with the circumstances described in this paragraph.

For matters similar to your matter, our fees are usually included as an expense of closing the transaction. We would expect that our fees be paid in such a manner, and we will provide a fixed fee (once approved by you as provided below) to be paid as a closing cost. Because the precise structure of the Notes and the Bonds have not been finalized, we cannot provide an accurate estimate of a fixed fee at this time. Once such structure is finalized, we will provide a proposed fixed fee for your approval which will take into account: (i) our understanding of the terms, structure, size and schedule of the transaction; (ii) the duties we will undertake pursuant to this engagement letter; (iii) the time we anticipate devoting to the financing in connection therewith; and (iv) the responsibilities we will assume in connection therewith. After a fixed fee is established, such fixed fee may vary: (a) if the nature of the transaction differs significantly from what has been presented to us at the time the fixed fee is established, (b) if material changes in the structure or schedule of the transaction occur; or (c) if unusual or unforeseen circumstances arise which require a significant increase in our time or responsibility. If, at any time, we believe that circumstances require an adjustment of our fixed fee estimate, we will advise you and provide to you a revised fee quote for your consideration and approval. Any fees quoted will include all out-of-pocket expenses advanced for your benefit, such as travel costs, photocopying, deliveries, long distance telephone charges, telecopier charges, filing fees, computer-assisted research and other expenses. Any fees quoted will not include any amendments, extensions, reissuances, refunding plans, multiple closings or other unusual circumstances related to the Notes or the Bonds.

At this time, the Issuer wishes to authorize one of the Notes in an amount not to exceed \$5,000,000 to finance design costs associated with the Projects (the "Series 2025 BAN"). Our fee for the Series 2025 BAN will be \$12,000 subject to the conditions outlined in the preceding paragraph.

Lillian Blackshear and Alex Samber will serve as the primary contacts for this engagement.

Unless we receive notification to the contrary, we will proceed with our representation as bond counsel and the preparation of necessary documentation.

September 2, 2025

Page 4

We look forward to working with you.

Very truly yours,

BASS, BERRY & SIMS PLC

Accepted and Approved:

HAYWOOD COUNTY, TENNESSEE

By: _____
County Mayor

Name: _____
(Please Print)

Date: _____, 20__

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