



JASON E. MUMPOWER
Comptroller

TENNESSEE STATE FUNDING BOARD
MAY 20, 2026
AGENDA

1. Call meeting to order, establish that there is a physical quorum, and receive public comment on actionable items in accordance with Tenn. Code Ann. § 8-44-112 and Board guidelines
2. Approval of minutes from April 20, 2026, meeting
3. FastTrack financial report and consideration and approval of the following projects:

Company	Location	FastTrack Grant Type	Amount
Starbucks Corporation and TT Proserv Co.	Nashville (Davidson County)	Economic Development	\$30,000,000
LEV Manufacturing, Inc.	Algood (Putnam County)	Job Training Assistance	\$1,008,000

4. Consideration and approval of a “Resolution Authorizing an Amended and Restated Standby Commercial Paper Purchase Agreement”
5. Adjourn

The Board meeting will be held in the Volunteer Conference Center, 2nd Floor, Cordell Hull Building, 425 Rep. John Lewis Way N., Nashville, TN. Board members are allowed to participate by electronic means. The public may attend in person or virtually by using the following link:
<https://www.comptroller.tn.gov/office-functions/sgf/sgf-calendar/2026/5/20/state-funding-board-meeting.html>

TENNESSEE STATE FUNDING BOARD

April 20, 2026

The Tennessee State Funding Board (the “Board”) met on Monday, April 20, 2026, at 2:02 p.m., in the Volunteer Conference Center, 2nd Floor, Cordell Hull Building, Nashville, Tennessee. The Honorable Jason E. Mumpower, Comptroller of the Treasury, was present and presided over the meeting.

Additional Members Physically Present

The Honorable Tre Hargett, Secretary of State
Commissioner Jim Bryson, Department of Finance and Administration

Absent Members

The Honorable Bill Lee, Governor
The Honorable David H. Lillard Jr., State Treasurer

Quorum Establishment & Requests for Public Comment

Having established a physical quorum, Comptroller Mumpower called the meeting to order. Comptroller Mumpower, in accordance with Tenn. Code Ann. § 8-44-112 and Board guidelines, asked Ms. Kayla Carr, Director of the Division of State Government Finance (SGF) and Assistant Secretary to the Board, if any requests for public comment had been received. Ms. Carr responded that no requests had been received.

Approval of Minutes

Comptroller Mumpower then presented the minutes from the meeting held on March 23, 2026, for consideration and approval. Commissioner Bryson made a motion to approve the minutes. Comptroller Mumpower seconded the motion, and the motion was unanimously approved.

FastTrack Financial Report and Project Approval Requests from the Department of Economic and Community Development

Comptroller Mumpower next recognized Mr. Stuart McWhorter, Commissioner of the Department of Economic and Community Development (ECD), to present FastTrack projects for consideration, and Ms. Jessica Johnson, Assistant Commissioner of Administration and Operations, ECD, to present the “FastTrack Report to State Funding Board” (the “Report”). Ms. Johnson reported that, as of the March 23, 2026, Board meeting, the FastTrack balance was \$686,509,451.45. Ms. Johnson further reported the following changes since that date:

- \$4,891,759.00 in deobligated funds
- \$2,253,500.00 in new grants/loans less than \$750,000.00
- \$174,984.08 in FastTrack administrative expenses

These transactions resulted in an available FastTrack balance of \$688,972,726.37 as of the Report date. Ms. Johnson further reported that total commitments had been made in the amount of \$561,723,518.40, representing 81.5% of the FastTrack balance, leaving \$127,249,207.97 in uncommitted funds. Ms. Johnson

noted that proposed grants for the projects to be considered at this meeting totaled \$6,000,000.00. If approved, the uncommitted balance would be \$121,249,207.97, with a total committed balance of \$567,723,518.40, which represented 82.4% of the FastTrack balance. Comptroller Mumpower then asked Mr. Borden to present the following FastTrack projects:

Company	Location	FastTrack Grant Type	Amount
Create Holdings, LLC and Create Energy, LLC	Portland (Robertson County)	Economic Development	\$ 6,000,000.00

The Board member packets included letters and FastTrack checklists signed by Commissioner McWhorter, and incentive acceptance forms signed by company representatives. Comptroller Mumpower then inquired if the companies that had signed the incentive acceptance forms fully understood the agreements, and Mr. McWhorter responded affirmatively. Comptroller Mumpower then inquired if the checklists had been completed for the projects, and Mr. McWhorter responded affirmatively. Comptroller Mumpower then inquired if the projects included accountability agreements which would provide protection for the state in the event the entities could not fulfill the agreements. Mr. McWhorter responded affirmatively. Comptroller Mumpower confirmed that the company had committed to creating 1,003 new jobs, noting that this was a remarkable achievement. Secretary Hargett added that the impact would likely extend into neighboring counties and potentially into Kentucky. Commissioner Bryson made a motion to approve the projects. Secretary Hargett seconded the motion, and the motion was unanimously approved.

Consideration for approval of a Resolution Allocating from the Capital Project Fund to the Debt Service Fund \$407.64

Comptroller Mumpower next recognized Ms. Carr to present a resolution allocating \$407.64 from the Capital Project Fund to the Debt Service Fund for consideration and approval. Ms. Carr stated that the resolution moved the unspent portion of the 2015 General Obligation Series A Bonds in the amount of \$407.64 from the Capital Projects Fund to the Debt Service Fund in order to pay debt service on the bonds, which was an allowable use of the funds. Commissioner Bryson made a motion to approve the resolution. Comptroller Mumpower seconded the motion, and the motion was unanimously approved.

Notice of approval of Federal Emergency Management Agency (FEMA) Note

Comptroller Mumpower recognized Mr. Steve Osborne, Assistant Director, Division of Local Government Finance (LGF), to present the notice of approval for a FEMA note issued to Hickman County. Mr. Osborne stated that local governments may not borrow money for operational expenses outside the fiscal year unless a natural disaster has been declared. Mr. Osborne noted that Winter Storm Fern was declared a natural disaster on February 6, 2026, and that Hickman County requested \$1.2 million in relief through a tax anticipation note. Mr. Osborne then reported that LGF approved the note with a maturity date of June 30, 2028. Pursuant to Tenn. Code Ann. § 9-13-206, the Comptroller of the Treasurer must report any FEMA-related note approvals to the Board. No further action was required.

Adjournment

There being no further business to come before the Board, Commissioner Bryson made a motion to adjourn. Comptroller Mumpower seconded the motion, and the motion unanimously approved. The meeting was adjourned.

Approved on this 20th day of May 2026.

Respectfully submitted,

Kayla Carr,
Assistant Secretary

FastTrack Report to State Funding Board

5/20/2026

1. Previous FastTrack Balance, as of Last Report	688,972,726.37
2. + New Appropriations:	6,963,435.24
3. + Newly Deobligated Funds:	550,000.00
4. + Funds Transferred to FastTrack:	0.00
5. - Funds Transferred from FastTrack:	0.00
6. - FastTrack Grants or Loans Approved Greater Than \$750,000:	(13,740,000.00)
7. - FastTrack Grants or Loans Approved Less Than \$750,000:	(3,211,600.00)
8. - FastTrack Administration	(371,126.89)
9. Adjusted FastTrack Balance Available for Funding FastTrack Grants or Loans:	679,163,434.72
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10. Total Amount of Commitments:	535,305,291.51
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11. Uncommitted FastTrack:	143,858,143.21
12. Percentage Committed:	78.8%
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13. Amount of Proposed Grants or Loans:	31,008,000.00
14. Uncommitted FastTrack Balance if Proposed Grants or Loans Approved:	112,850,143.21
15. Percentage Committed:	83.4%

See next page for explanations of the above questions.

I have reviewed the above and believe it to be correct:



Commissioner of Economic and Community Development

Date: 5/13/26



Department of Economic and Community Development

Stuart C. McWhorter
Deputy Governor &
TNECD Commissioner

Bill Lee
Governor

May 20, 2026

Comptroller Jason Mumpower
First Floor, State Capitol
Nashville, TN 37243

Dear Comptroller Mumpower:

The Department of Economic & Community Development (the “Department”) seeks approval by the State Funding Board (the “Board”) pursuant to T.C.A. § 4-3-717(a) authorizing FastTrack infrastructure, training, and economic development grants where there is a commitment by an eligible business to create or retain private sector jobs or engage in private investment or where the Commissioner of Economic and Community Development determines that such investment will have a direct impact on employment and investment opportunities in the future. The following projects meet the statutory requirements, and the Department presents these projects to the Board pursuant to the mandates of T.C.A. § 4-3-717(e), which requires approval of grants and loans under the FastTrack Infrastructure Development Program, the FastTrack Job Training Assistance Program, and the FastTrack Economic Development Program that exceed \$750,000 per eligible business within a three (3) year period.

1. Starbucks Corporation and TT Proserv Co. – Nashville (Davidson County)

Since 1971, Starbucks Coffee Company has been committed to responsibly sourcing and roasting high-quality arabica coffee. Today, with a global footprint of more than 41,000 company-operated and licensed coffeehouses and a growing presence in consumer-packaged goods, Starbucks is the world’s premier purveyor of specialty coffee. Through unwavering commitment to excellence and guiding principles, the company brings the unique Starbucks Experience to life for every customer through every cup.

The Nashville office will serve in a variety of corporate-related operations. This office will directly support continued coffeehouse expansion and rising customer demand, particularly in the southeastern U.S., while working closely with the company’s global headquarters in Seattle.

Starbucks Corporation and TT Proserv Co. have committed to create 2,000 net new jobs and make a \$100,000,000 capital investment within 5 years. The company will have an average hourly wage of \$60.28 for the new positions.



Department of Economic and Community Development

Stuart C. McWhorter
Deputy Governor &
TNECD Commissioner

Bill Lee
Governor

FastTrack Economic Development Grant Funds will help offset expenses such as building expansion, building retrofit, and building improvements for a total of \$30,000,000. **(\$30,000,000)**

Total FastTrack funds for this project - \$30,000,000

2. LEV Manufacturing, Inc. – Algood (Putnam County)

Founded in 2018 in Deerfield Beach, Florida, LEV Manufacturing expanded its platform through the acquisition of Serial 1 Cycle Company, the premium electric bicycle brand originally developed by Harley-Davidson. Beginning this year, the Tennessee operations will be key to U.S. assembly and distribution of Rad Power Bikes, Serial 1 Cycle and Life EV branded e-bikes. It also will be supported by the company's sales platform, Rad Life Mobility, and expanded into the e-delivery segment.

LEV Manufacturing, part of the Life EV Group, will acquire a 100,000 square-foot production and distribution facility in Algood, Tennessee. The location will become a central hub for the distribution and new assembly of Rad Power Bikes products following Life EV Group's recent acquisition of Rad Power Bikes' assets.

The new facility is expected to play a key role in supporting the company's multi-brand platform and a U.S.-based manufacturing strategy, including partnerships with Tennessee's research institutions to better support product innovation, battery technology, advanced manufacturing processes and workforce development initiatives.

LEV Manufacturing, Inc. has committed to create 288 net new jobs and make a \$7,030,000 capital investment within 5 years. The company will have an average hourly wage of \$21.14 for the new positions.

FastTrack Job Training Assistance Program funds will be used to train the net new, full-time employees for a total of \$1,008,000. **(\$1,008,000)**

Total FastTrack funds for this project - \$1,008,000

Sincerely,

A handwritten signature in blue ink that reads "Stuart C. McWhorter".

Stuart McWhorter

SM/js

State Funding Board FastTrack Checklist

FastTrack grants or loans exceeding seven hundred fifty thousand dollars (\$750,000) per eligible business within a three-year period require state funding board approval T.C.A. § 4-3-717(e).

Please identify the type of FastTrack funding requested and the grant or loan amount:

TYPE OF FUNDING	RECIPIENT ENTITY	GRANT AMOUNT	LOAN AMOUNT
INFRASTRUCTURE			
TRAINING*			
ECONOMIC DEVELOPMENT	The Industrial Development Board of The Metropolitan Government of Nashville and Davidson	\$30,000,000	
TOTAL		\$30,000,000	

(Recipient entity must be a local government, their economic development organization, a political subdivision of the state, or an eligible business beneficiary [for training only].)

*ELIGIBLE BUSINESS BENEFICIARY (if different than Recipient Entity): Starbucks Corporation and TT Proserv Co.

Complete the General Statutory Compliance section below and the section(s) that corresponds with the type of funding indicated above. General Statutory Compliance items apply to all types of funding represented above.

GENERAL STATUTORY COMPLIANCE

1. Will this new commitment cause the FastTrack appropriations to be over-committed T.C.A. § 4-3-716(g)? NO
If "yes," state funding board concurrence is required. Attach the commissioner's rationale used to determine the amount of actual commitments unlikely to be accepted based on historical program trends (maximum allowed is 130% of the appropriations available for new grants).
 2. Will this new commitment place in jeopardy compliance with the legislative intent that actual expenditures and obligations to be recognized at the end of the fiscal year not exceed available reserves and appropriations of the programs T.C.A. § 4-3-716(g)? NO
 3. Does this grant or loan comply with the legislative intent to distribute FastTrack funds in all areas of the state to the extent practicable T.C.A. § 4-3-716(f)? YES
 4. Has the commissioner of economic and community development provided to the commissioner of finance and administration (with copies transmitted to the speaker of the house of representatives, the speaker of the senate, the chairs of the finance, ways and means committees, the state treasurer, the state comptroller, the office of legislative budget analysis, and the secretary of state) the most recent quarterly report regarding the status of the appropriations for the FastTrack fund T.C.A. § 4-3-716(h)? YES
- Identify which of the following apply:**
5. A Does the business export more than half of their products or services outside of Tennessee T.C.A. § 4-3-717(h)(1)(A)? YES
 5. B Do more than half of the business' products or services enter into the production of exported products T.C.A. § 4-3-717(h)(1)(B)? NOT APPLICABLE

5. C Does the use of business' products primarily result in import substitution on the replacement of imported products or services with those produced in the state *T.C.A. § 4-3-717(h)(1)(C)*? NOT APPLICABLE

5. D Has the commissioner of economic and community development determined the business has other types of economic activity that contributes significantly to community development education and has a beneficial impact on the economy of the state *T.C.A. § 4-3-717(h)(1)(D)*? If "yes," attach the commissioner's rationale. NOT APPLICABLE

Applicant must answer "Yes" to a or b.

6. A Is there a commitment by a responsible official in an eligible business for the creation or retention of private sector jobs and investment *T.C.A. § 4-3-717(a)*? If "yes," attach documentation. YES

6. B Has the commissioner of economic and community development determined that this investment will have a direct impact on employment and investment opportunities in the future *T.C.A. § 4-3-717(a)*? If "yes," attach the commissioner's rationale. NOT APPLICABLE

TRAINING

7. Will the grant support the training of new employees for locating or expanding industries *T.C.A. § 4-3-717(c)(1)*? Not Applicable

8. Will the grant support the retraining of existing employees where retraining is required by the installation of new machinery or production processes *T.C.A. § 4-3-717(c)(2)*? Not Applicable

INFRASTRUCTURE

9. Is the land to be improved publicly owned and not subject to a purchase option by a private entity where the purchase option covering the land may be exercised within a period of five (5) years following the date of the infrastructure grant? *T.C.A. § 4-3-717(b)(2-3)*? Not Applicable

10. Is this grant or loan made to a local government, a local government economic development organization or other political subdivision of the state *T.C.A. § 4-3-717(d)(1)*? Not Applicable

11. In determining the level of assistance for infrastructure and site preparation, was consideration given to local ability-to-pay with areas of lesser ability being eligible for higher grant rates *T.C.A. § 4-3-717(f)*? Not Applicable

Applicant must answer "Yes" to a or b.

12. A Will the grant or loan address infrastructure, such as, water, wastewater, transportation systems, line extensions, industrial site preparation or similar items where it is demonstrated that such improvements are necessary for the location or expansion of business or industry *T.C.A. § 4-3-717(h)(2)*? Not Applicable


12. B Has the commissioner of economic and community development determined the funds make significant technological improvements such as digital switches or fiber optic cabling that would have a beneficial impact on the economy of this state *T.C.A. § 4-3-717(h)(2)*? If "yes," attach the commissioner's rationale. Not Applicable

ECONOMIC DEVELOPMENT

13. Is this grant or loan made to a local government, a local government economic development organization or other political subdivision of the state *T.C.A. § 4-3-717(d)(1)*? Yes

14. Is this grant or loan eligible for FastTrack infrastructure development or job training assistance funds *T.C.A. § 4-3-717(d)(1)*? No
15. Will this grant or loan be used to facilitate economic development activities that include, but are not limited to, retrofitting, relocating equipment, purchasing equipment, building repairs and improvements, temporary office space or other temporary equipment related to relocation or expansion of a business *T.C.A. § 4-3-717(d)(1)*? Yes
16. Will the funds be used in exceptional circumstances wherein the funds will make a proportionally significant economic impact on the affected community *T.C.A. § 4-3-717(d)(1)*? If "yes," attach an explanation of the exceptional circumstances and the proportionally significant economic impact. Yes
17. The department of economic and community development is required to notify and provide the state funding board a detailed written explanation of the purpose for which this economic development grant or loan is being awarded or used *T.C.A. § 4-3-717(d)(2)*. Attach documentation. Yes

I have reviewed this document and believe it to be correct.



Commissioner of Economic and Community Development

5/13/26

Date



Tennessee Department of Economic and Community Development

Stuart C. McWhorter
Deputy Governor &
TNECD Commissioner

Bill Lee
Governor

February 17, 2026

INCENTIVE ACCEPTANCE FORM

This form serves as notice that Starbucks Corporation intends, in good faith, to create 2,000 private sector jobs in Nashville, Davidson County and make a capital investment of \$100,000,000 in exchange for incentives that will be memorialized in a grant agreement between Starbucks Corporation and the State of Tennessee. New jobs must be in addition to the company’s baseline of 0 jobs at the project site in Tennessee.


ECD OFFER SUMMARY

FastTrack Economic Development Grant:	\$ 30,000,000
Total ECD Commitment:	\$ 30,000,000

Please sign your name in the space below to signify Starbucks Corporation’s acceptance of ECD’s offer set forth above and return it by May 17, 2026 to:

Tennessee Department of Economic and Community Development
Attn: Scottie Tudor
312 Rosa Parks Avenue, 27th Floor
Nashville, TN 37243
Scottie.Tudor@tn.gov

Please note that this Incentive Acceptance Form does not give rise to any legal obligations on the part of the State of Tennessee, any department or instrumentality of the State of Tennessee (including ECD and the Department of Revenue) or the Company. The terms and conditions governing the award of the incentive package described herein will be set forth in a grant agreement, the form of which will be provided to the Company following the delivery of an executed copy of the Incentive Acceptance Form. The incentives described in this letter are based upon the representations made by the Company to ECD regarding the project. ECD reserves the right to revise the incentives described in this Incentive Acceptance Form if any aspect of the project changes after receipt of this form. Changes that could result in revision of incentives include, but are not limited to, number of jobs, amount of capital investment, composition of company vs. contract jobs, average wage, or location of the project. ECD reserves the right to recover funds for this project if grant contracts are not executed within one year of the date of signature below.

Signature: 
(Authorized Representative of Company)

Date: 3/2/26



Tennessee Department of Economic and Community Development

Stuart C. McWhorter
Deputy Governor &
TNECD Commissioner

Bill Lee
Governor

May 20, 2026

Comptroller Jason Mumpower
First Floor, State Capitol
Nashville, TN 37243

Dear Comptroller Mumpower:

Pursuant to Tennessee Code Annotated §4-3-717 (d)(1)-(2), I am writing to inform you that the Department of Economic and Community Development is awarding a FastTrack Economic Development Grant to The Industrial Development Board of The Metropolitan Government of Nashville and Davidson County for the benefit of Starbucks Corporation and TT Proserv Co. in the amount of \$30,000,000 to offset the costs Starbucks Corporation and TT Proserv Co. will incur in building expansion, building retrofit, and building improvements. The project activities would not be eligible for the FastTrack Infrastructure Development Program.

This project will yield a proportionately significant impact on this community due to the number of net new high wage jobs and capital investment. Starbucks Corporation and TT Proserv Co. have committed to create 2,000 net new jobs and make a \$100,000,000 capital investment within 5 years. The company will have an average hourly wage of \$60.28 for the new positions. This project will have an exceptional impact on this area of the state.

Sincerely,

A handwritten signature in blue ink that reads 'Stuart C. McWhorter'.

Stuart McWhorter

SM/js

State Funding Board FastTrack Checklist

FastTrack grants or loans exceeding seven hundred fifty thousand dollars (\$750,000) per eligible business within a three-year period require state funding board approval T.C.A. § 4-3-717(e).

Please identify the type of FastTrack funding requested and the grant or loan amount:

TYPE OF FUNDING	RECIPIENT ENTITY	GRANT AMOUNT	LOAN AMOUNT
INFRASTRUCTURE			
TRAINING*	LEV Manufacturing, Inc.	\$1,008,000	
ECONOMIC DEVELOPMENT			
TOTAL		\$1,008,000	

(Recipient entity must be a local government, their economic development organization, a political subdivision of the state, or an eligible business beneficiary [for training only].)

***ELIGIBLE BUSINESS BENEFICIARY (if different than Recipient Entity):** LEV Manufacturing, Inc.

Complete the General Statutory Compliance section below and the section(s) that corresponds with the type of funding indicated above. General Statutory Compliance items apply to all types of funding represented above.

GENERAL STATUTORY COMPLIANCE

1. Will this new commitment cause the FastTrack appropriations to be over-committed T.C.A. § 4-3-716(g)?
If "yes," state funding board concurrence is required. Attach the commissioner's rationale used to determine the amount of actual commitments unlikely to be accepted based on historical program trends (maximum allowed is 130% of the appropriations available for new grants). No

2. Will this new commitment place in jeopardy compliance with the legislative intent that actual expenditures and obligations to be recognized at the end of the fiscal year not exceed available reserves and appropriations of the programs T.C.A. § 4-3-716(g)? No

3. Does this grant or loan comply with the legislative intent to distribute FastTrack funds in all areas of the state to the extent practicable T.C.A. § 4-3-716(f)? YES

4. Has the commissioner of economic and community development provided to the commissioner of finance and administration (with copies transmitted to the speaker of the house of representatives, the speaker of the senate, the chairs of the finance, ways and means committees, the state treasurer, the state comptroller, the office of legislative budget analysis, and the secretary of state) the most recent quarterly report regarding the status of the appropriations for the FastTrack fund T.C.A. § 4-3-716(h)? YES

- Identify which of the following apply:**

5. A Does the business export more than half of their products or services outside of Tennessee T.C.A. § 4-3-717(h)(1)(A)? YES

5. B Do more than half of the business' products or services enter into the production of exported products T.C.A. § 4-3-717(h)(1)(B)? NOT APPLICABLE

5. C Does the use of business' products primarily result in import substitution on the replacement of imported products or services with those produced in the state T.C.A. § 4-3-717(h)(1)(C)? NOT APPLICABLE

5. D Has the commissioner of economic and community development determined the business has other types of economic activity that contributes significantly to community development education and has a beneficial impact on the economy of the state *T.C.A. § 4-3-717(h)(1)(D)*? If “yes,” attach the commissioner’s rationale. NOT APPLICABLE

Applicant must answer “Yes” to a or b.

6. A Is there a commitment by a responsible official in an eligible business for the creation or retention of private sector jobs and investment *T.C.A. § 4-3-717(a)*? If “yes,” attach documentation. YES
6. B Has the commissioner of economic and community development determined that this investment will have a direct impact on employment and investment opportunities in the future *T.C.A. § 4-3-717(a)*? If “yes,” attach the commissioner’s rationale. NOT APPLICABLE

TRAINING

7. Will the grant support the training of new employees for locating or expanding industries *T.C.A. § 4-3-717(c)(1)*? Yes
8. Will the grant support the retraining of existing employees where retraining is required by the installation of new machinery or production processes *T.C.A. § 4-3-717(c)(2)*? No

INFRASTRUCTURE

9. Is the land to be improved publicly owned and not subject to a purchase option by a private entity where the purchase option covering the land may be exercised within a period of five (5) years following the date of the infrastructure grant? *T.C.A. § 4-3-717(b)(2-3)*? Not Applicable
10. Is this grant or loan made to a local government, a local government economic development organization or other political subdivision of the state *T.C.A. § 4-3-717(d)(1)*? Not Applicable
11. In determining the level of assistance for infrastructure and site preparation, was consideration given to local ability-to-pay with areas of lesser ability being eligible for higher grant rates *T.C.A. § 4-3-717(f)*? Not Applicable

Applicant must answer “Yes” to a or b.


12. A Will the grant or loan address infrastructure, such as, water, wastewater, transportation systems, line extensions, industrial site preparation or similar items where it is demonstrated that such improvements are necessary for the location or expansion of business or industry *T.C.A. § 4-3-717(h)(2)*? Not Applicable
12. B Has the commissioner of economic and community development determined the funds make significant technological improvements such as digital switches or fiber optic cabling that would have a beneficial impact on the economy of this state *T.C.A. § 4-3-717(h)(2)*? If “yes,” attach the commissioner’s rationale. Not Applicable

ECONOMIC DEVELOPMENT

13. Is this grant or loan made to a local government, a local government economic development organization or other political subdivision of the state *T.C.A. § 4-3-717(d)(1)*? Not Applicable
14. Is this grant or loan eligible for FastTrack infrastructure development or job training assistance funds *T.C.A. § 4-3-717(d)(1)*? Not Applicable

15. Will this grant or loan be used to facilitate economic development activities that include, but are not limited to, retrofitting, relocating equipment, purchasing equipment, building repairs and improvements, temporary office space or other temporary equipment related to relocation or expansion of a business *T.C.A. § 4-3-717(d)(1)*? Not Applicable
16. Will the funds be used in exceptional circumstances wherein the funds will make a proportionally significant economic impact on the affected community *T.C.A. § 4-3-717(d)(1)*? If "yes," attach an explanation of the exceptional circumstances and the proportionally significant economic impact. Not Applicable
17. The department of economic and community development is required to notify and provide the state funding board a detailed written explanation of the purpose for which this economic development grant or loan is being awarded or used *T.C.A. § 4-3-717(d)(2)*. Attach documentation. Not Applicable

I have reviewed this document and believe it to be correct.



Commissioner of Economic and Community Development

5/13/26

Date



Tennessee Department of Economic and Community Development

Stuart C. McWhorter
Deputy Governor &
TNECD Commissioner

Bill Lee
Governor

March 29, 2026

INCENTIVE ACCEPTANCE FORM

This form serves as notice that LEV Manufacturing, Inc. intends, in good faith, to create 288 private sector jobs in Algood, Putnam County and make a capital investment of \$7,030,000 in exchange for incentives that will be memorialized in a grant agreement between LEV Manufacturing, Inc. and the State of Tennessee. New jobs must be in addition to the company's baseline of 0 jobs at the project site in Tennessee.

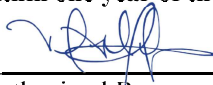
ECD OFFER SUMMARY

FastTrack Job Training Grant:	\$ 1,008,000
Total ECD Commitment:	\$ 1,008,000

Please sign your name in the space below to signify LEV Manufacturing, Inc.'s acceptance of ECD's offer set forth above and return it by June 30, 2026 to:

Tennessee Department of Economic and Community Development
Attn: Scottie Tudor
312 Rosa Parks Avenue, 27th Floor
Nashville, TN 37243
Scottie.Tudor@tn.gov

Please note that this Incentive Acceptance Form does not give rise to any legal obligations on the part of the State of Tennessee, any department or instrumentality of the State of Tennessee (including ECD and the Department of Revenue) or the Company. The terms and conditions governing the award of the incentive package described herein will be set forth in a grant agreement, the form of which will be provided to the Company following the delivery of an executed copy of the Incentive Acceptance Form. The incentives described in this letter are based upon the representations made by the Company to ECD regarding the project. ECD reserves the right to revise the incentives described in this Incentive Acceptance Form if any aspect of the project changes after receipt of this form. Changes that could result in revision of incentives include, but are not limited to, number of jobs, amount of capital investment, composition of company vs. contract jobs, average wage, or location of the project. ECD reserves the right to recover funds for this project if grant contracts are not executed within one year of the date of signature below.

Signature: 
(Authorized Representative of Company)

Date: 4/7/2026

**RESOLUTION AUTHORIZING AN AMENDED AND RESTATED STANDBY
COMMERCIAL PAPER PURCHASE AGREEMENT**

WHEREAS, the State of Tennessee (the “State”), acting by and through the Funding Board of the State of Tennessee (the “State Funding Board”), heretofore entered into a Standby Commercial Paper Purchase Agreement dated as of May 26, 2021 (the “Standby Agreement”), with the Tennessee Consolidated Retirement System in connection with the State’s General Obligation Commercial Paper (the “Commercial Paper”); and

WHEREAS, it is necessary or advisable to amend and restate the Standby Agreement in certain respects; and

WHEREAS, a draft of an amended and restated Standby Agreement has been presented to this meeting;

NOW THEREFORE, BE IT RESOLVED BY THE FUNDING BOARD OF THE STATE OF TENNESSEE:

1. The State Funding Board hereby authorizes the execution by any officer of the State Funding Board, and delivery to the other party, of an amended and restated Standby Commercial Paper Purchase Agreement substantially in the form presented to this meeting, with such changes and additions to and omissions from said form as the officer executing such agreement, after consultation with counsel to the State Funding Board, shall approve as necessary or appropriate, such execution and delivery to be conclusive evidence of such approval and consultation.

2. All officers and employees of the State Funding Board and other officials and employees of the State, including those of the Division of State Government Finance of the Office of the Comptroller of the Treasury, are hereby authorized and directed to take all actions as may be necessary or appropriate to effectuate the transactions contemplated by this Resolution.

3. This Resolution shall be in full force and effect from and after its adoption.

Adopted this 20th day of May, 2026.

STANDBY COMMERCIAL PAPER PURCHASE AGREEMENT

(Applicable to Maximum \$350,000,000 of Commercial Paper Outstanding at Any Time)

This STANDBY COMMERCIAL PAPER PURCHASE AGREEMENT, dated as of May 20, 2026, between the STATE OF TENNESSEE (the “State”), acting by and through the State Funding Board, and the TENNESSEE CONSOLIDATED RETIREMENT SYSTEM (the “Standby Purchaser”), amends and restates the Standby Commercial Paper Purchase Agreement, dated as of March 14, 2000, as amended and restated on September 4, 2008 and on August 11, 2009, as amended on December 11, 2014, as amended and restated as of July 1, 2016, and as amended and restated as of May 26, 2021, between the State, acting by and through the State Funding Board, and the Standby Purchaser (the “Prior Standby Commercial Paper Purchase Agreement”).

WITNESSETH:

WHEREAS, pursuant to the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and laws of the State, including bond acts of the General Assembly of the State, and pursuant to the Commercial Paper Resolution, the State has authorized the issuance and sale from time to time of general obligation bond anticipation notes consisting of Commercial Paper; and

WHEREAS, maturing Commercial Paper is payable from the proceeds of sale of Rollover Commercial Paper and other sources as specified in the Commercial Paper Resolution; and

WHEREAS, the State wishes to provide for the purchase by the Standby Purchaser of Rollover Commercial Paper on the terms and conditions provided herein;

NOW THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. The following terms used herein, including the preambles hereto, have the following respective meanings:

“Act” means Title 9, Chapter 9, Tennessee Code Annotated, as amended from time to time.

“Authorized Officer” means the Chairman, Secretary or an Assistant Secretary of the State Funding Board and any other Person authorized by the Secretary or an Assistant Secretary of the State Funding Board to act as an Authorized Officer hereunder.

“Available Commitment” means the Commitment, adjusted from time to time as follows: (a) downward by the principal amount of any Purchased Commercial Paper, other than Rollover Purchased Commercial Paper, issued; (b) upward by the principal amount of any Purchased

Commercial Paper (i) the principal of which has been paid to the Standby Purchaser pursuant to Section 2.02 from the proceeds of Rollover Commercial Paper, other than Purchased Commercial Paper the principal of which is paid from proceeds of Rollover Purchased Commercial Paper, and the interest on which has been paid to the Standby Purchaser by the State from other available moneys, or (ii) both the principal of and interest on which has been paid to the Standby Purchaser by the State from other available moneys; and (c) downward to zero on the Expiration Date.

“Bonds” means general obligation bonds of the State authorized as provided in the Act and Section 2.01 of the Commercial Paper Resolution.

“Bond Resolution” means any resolution or resolutions duly adopted from time to time, by the members of the State Funding Board authorizing the issuance of Bonds.

“Book-Entry Commercial Paper” means Commercial Paper issued in book-entry-only form through the Depository pursuant to the Commercial Paper Resolution.

“Business Day” means any day other than (i) a Saturday, (ii) a Sunday, (iii) a State legal holiday, (iv) a day on which banking institutions in Nashville, Tennessee, or The City of New York, New York, or the city in which the Office of the Issuing and Paying Agent is located, or the city in which the principal office of the Dealer is located, are authorized or obligated by law or executive order to be closed, (v) a day on which the New York Stock Exchange is not open for trading, or (vi) with respect to the Book-Entry Commercial Paper, a day on which the Depository is not scheduled to be open for money market instrument settlement services.

“Commercial Paper” means any of the State’s General Obligation Commercial Paper, Series A (Tax-Exempt), and General Obligation Commercial Paper, Series B (Federally Taxable), issued under and at any time outstanding pursuant to the Commercial Paper Resolution, some of such Commercial Paper or all of such Commercial Paper.

“Commercial Paper Fund” means the special trust fund held by the Issuing and Paying Agent pursuant to Section 2.06 of the Commercial Paper Resolution and Section 7 of the Issuing and Paying Agency Agreement for the payment of Commercial Paper.

“Commercial Paper Resolution” means the Commercial Paper Resolution adopted by the members of the State Funding Board on March 6, 2000, as amended and restated on August 5, 2009, authorizing the issuance of tax-exempt and taxable general obligation commercial paper of the State, to be issued in one or more series from time to time in a maximum principal amount outstanding at any time not to exceed \$350,000,000, as the same may from time to time be amended, supplemented or otherwise modified in accordance with the terms thereof and of this Agreement.

“Commitment” means \$350,000,000 less the aggregate principal amount of all Other Obligations outstanding (including Purchased Other Obligations).

“Commitment Fee” has the meaning specified in Section 2.03.

“Dealer” has the meaning specified in the Commercial Paper Resolution.

“Dealer Agreement” has the meaning specified in the Commercial Paper Resolution.

“Default” means any condition or event that constitutes an Event of Default or that with the giving of notice or lapse of time, or both, would, unless cured or waived, become an Event of Default.

“Default Rate” means the Standby Purchaser Rate plus 2.00% per annum, but not in excess of the Maximum Rate.

“Depository” means (i) DTC, (ii) any other Person appointed by the State to serve as securities depository for the Master Note, and (iii) in each such case, its successors and assigns.

“DTC” means The Depository Trust Company, New York, New York, and its successors and assigns.

“Event of Default” has the meaning specified in Section 6.01 hereof.

“Expiration Date” means the date on which the Commitment terminates pursuant to Section 2.04; provided, however, that if such date is not a Business Day, “Expiration Date” means the next preceding Business Day.

“Issuing and Paying Agency Agreement” has the meaning specified in the Commercial Paper Resolution.

“Issuing and Paying Agent” means Zions Bank, a division of ZB, National Association, a national banking association, and any successor duly appointed pursuant to the Commercial Paper Resolution.

“Master Note” has the meaning specified in the Commercial Paper Resolution.

“Maximum Rate” means, as of any time, the maximum rate of interest per annum then permitted by Section 47-14-103, Tennessee Code Annotated, or other applicable State law.

“Moody’s” means Moody’s Investors Service, Inc., or any successor, then maintaining a rating on the Commercial Paper at the request of the State.

“No-Issuance Instructions” means a notice in the form of Exhibit B.

“Office” has the meaning specified in the Commercial Paper Resolution.

“Other Obligations” means any debt obligations of the State, other than Commercial Paper, for which the Tennessee Consolidated Retirement System acts as a standby purchaser pursuant to a written agreement with the State.

“Person” means an individual, corporation, firm, association, partnership, limited liability company, trust, or other entity or organization, including a government or political subdivision or an agency or instrumentality thereof.

“Purchased Commercial Paper” means Commercial Paper purchased by the Standby Purchaser pursuant to Section 2.01, and shall include Rollover Purchased Commercial Paper.

“Purchased Other Obligations” means Other Obligations purchased by the Standby Purchaser pursuant to a written agreement with the State.

“Related Documents” means this Agreement, the Commercial Paper Resolution, the Issuing and Paying Agency Agreement, the Dealer Agreement, and the Commercial Paper.

“Request” has the meaning specified in the Commercial Paper Resolution.

“Rollover Commercial Paper” means Commercial Paper (other than Purchased Commercial Paper) issued solely to pay the principal of other Commercial Paper (including Purchased Commercial Paper) or Rollover Commercial Paper (including Rollover Purchased Commercial Paper).

“Rollover Purchased Commercial Paper” means Purchased Commercial Paper issued solely to pay the principal of other Purchased Commercial Paper or Rollover Purchased Commercial Paper.

“Special Event of Default” has the meaning specified in Section 6.04.

“Standard & Poor’s” means S&P Global Ratings, a division of Standard & Poor’s Financial Services LLC, or any successor, then maintaining a rating on the Commercial Paper at the request of the State.

“Standby Purchaser” shall mean Tennessee Consolidated Retirement System, or any successor thereto.

“Standby Purchaser Rate” means a daily floating rate per annum equal to the rate of interest reported by Bloomberg Financial Markets Commodities News from time to time as the prime loan rate released weekly by the Federal Reserve Bank of New York in its H15 Statistical Release on Selected Interest Rates, plus one hundred fifty (150) basis points, subject to a floor of 5 per cent (5%); provided, however, in no event shall the Standby Purchaser Rate be in excess of the Maximum Rate. If for any reason an interest rate as described above cannot be determined or become effective, the Standby Purchaser Rate shall be a comparable prime rate mutually agreed to by the State and the Standby Purchaser.

“State” means the State of Tennessee.

“State Funding Board” means the Funding Board of the State, created by the Act, or any successor thereto.

Section 1.02. Incorporation of Certain Definitions by Reference. Each capitalized term used herein, including the preambles hereto, and not otherwise defined herein shall have the meaning provided therefor in the Commercial Paper Resolution.

Section 1.03. Interpretation. (a) Unless the context shall otherwise indicate, words importing the singular shall include the plural and vice versa.

(b) Articles and Sections referred to by number shall mean the corresponding Articles and Sections of this Agreement.

(c) The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder,” and any similar terms used in this Agreement refer to this Agreement as a whole unless otherwise expressly stated.

(d) Any headings preceding the text of the several Articles and Sections and the table of contents of this Agreement are solely for convenience of reference and shall neither constitute a part of this Agreement nor affect its meaning, interpretation or effect.

ARTICLE II

PURCHASE OF COMMERCIAL PAPER

Section 2.01. Purchase of Commercial Paper. (a) Commitment to Purchase Commercial Paper. The Standby Purchaser agrees, on the terms and conditions contained in this Agreement, to purchase from time to time on any Business Day prior to the Expiration Date an aggregate principal amount of Commercial Paper not to exceed the then-applicable Available Commitment.

(b) Certain Commercial Paper Terms. In addition to any terms and conditions contained in the Commercial Paper Resolution for issuance of Commercial Paper, (i) Commercial Paper shall not be issued to mature on any day in an aggregate principal amount in excess of \$100,000,000 or such greater principal amount as may be agreed to by the Standby Purchaser in writing delivered to the State, the Issuing and Paying Agent and the Dealer, (ii) all Commercial Paper (other than Rollover Purchased Commercial Paper) shall mature on a Business Day that will permit Rollover Purchased Commercial Paper to be issued and mature on a Business Day that is not later than one Business Day prior to the stated Expiration Date without regard to any early termination, consistent with the other requirements of this subsection, and (iii) all Commercial Paper shall be sold and issued at par.

(c) Purchase Price, Interest Rate and Term. All Purchased Commercial Paper shall (i) be purchased at a price equal to the principal amount thereof, (ii) mature on the first Business Day after the date of its issuance which does not cause the total principal amount of all Commercial Paper outstanding (including such Purchased Commercial Paper) and maturing on such day, together with the total principal amount of all Other Obligations outstanding (including Purchased Other Obligations) and maturing or subject to optional or mandatory tender for purchase on such day, to exceed \$100,000,000 or such greater principal amount as may be agreed to by the Standby Purchaser in writing delivered to the State, the Issuing and Paying Agent and the Dealer, and (iii) bear interest at the Standby Purchaser Rate; provided, however, that any amounts payable on Purchased Commercial Paper which are not paid when due after the expiration of any applicable grace periods shall accrue interest at the Default Rate.

(d) Conditions to Purchase. The obligation of the Standby Purchaser to purchase Commercial Paper on any Business Day is subject to satisfaction of the following conditions:

(i) delivery to the Standby Purchaser by the Issuing and Paying Agent of notice of a required purchase by the Standby Purchaser as required by subsection (e) of this Section; and

(ii) no Special Event of Default shall have occurred and be continuing.

Each Request shall be deemed to be a representation and warranty by the State on the date thereof that no Special Event of Default has occurred and is continuing.

(e) *Method of Purchasing.* If the Standby Purchaser receives, not later than 12:00 Noon, New York City time, on any Business Day prior to the Expiration Date, a notice from the Issuing and Paying Agent pursuant to Section 7(b)(ii) of the Issuing and Paying Agent Agreement, in the form of Exhibit A hereto, specifying the principal amount of Commercial Paper that the Dealer was unable to sell to pay the principal of outstanding Commercial Paper maturing on the same day, the Standby Purchaser will purchase such unsold Commercial Paper (which thereupon shall constitute Purchased Commercial Paper hereunder) on such Business Day pursuant to this Section. The Issuing and Paying Agent also shall give, by such time, (i) such notice, in such form, to the State and (ii) telephonic notice of such required purchase, to the Senior Short-Term Portfolio Manager of the Standby Purchaser or, if such call is not personally answered by him or her, the Chief Investment Officer of the Standby Purchaser or his or her designee, in each case at the telephone number specified by or pursuant to Section 7.01(b); provided, however, that the failure to give such telephonic notice shall not affect the effectiveness of notice given pursuant to the preceding sentence.

The Standby Purchaser shall advise the Issuing and Paying Agent from time to time in writing of the custodian or agent, if any, of the Standby Purchaser for Purchased Commercial Paper, and the State will cause the Issuing and Paying Agent to deliver Purchased Commercial Paper to or for the account of such custodian or agent; provided, however, that while all Commercial Paper is issued as Book-Entry Commercial Paper, the Standby Purchaser shall maintain such a custodian or agent which shall be a participant of the Depository. While all Commercial Paper is issued as Book-Entry Commercial Paper, the beneficial ownership of any Commercial Paper so purchased by the Standby Purchaser shall be recorded on the books of the Issuing and Paying Agent in the name of the Depository or its nominee name and held or otherwise dealt with in accordance with Section 2.03 of the Commercial Paper Resolution; otherwise, the ownership of such Commercial Paper shall be registered on the books of the Issuing and Paying Agent in the name of the Standby Purchaser.

The Standby Purchaser shall pay for such Commercial Paper by wire transfer payment in immediately available funds to the Issuing and Paying Agent by 4:00 P.M., New York City time, on the same day the purchase thereof is required pursuant to this subsection.

(f) *Application of Proceeds.* The proceeds of Purchased Commercial Paper shall be applied solely to pay the principal of other Commercial Paper on the maturity date thereof in the same aggregate principal amount. The Standby Purchaser shall have no responsibility for, or incur any liability in respect of any act or failure to act by the Issuing and Paying Agent which results in the failure to apply funds made available to the Issuing and Paying Agent by the Standby Purchaser pursuant to this Section to the payment of other Commercial Paper.

Section 2.02. Sales of Rollover Commercial Paper. If and whenever the Standby Purchaser has purchased Commercial Paper, the State shall use its best efforts to cause to be issued to Persons other than the Standby Purchaser, on the date such Purchased Commercial Paper matures, Rollover Commercial Paper in the same aggregate principal amount, and to cause the proceeds of such Rollover Commercial Paper to be used to pay the principal of Purchased Commercial Paper. Immediately upon such payment of the principal of such Purchased Commercial Paper and upon payment by the State of the interest thereon from other available moneys, or upon the payment by the State of both such principal and interest from other available moneys, the Available Commitment shall be reinstated by an amount equal to the principal amount of the Purchased Commercial Paper the principal of and interest on which has been paid.

Section 2.03. Fees and Interest. (a) The State hereby agrees to pay the Standby Purchaser an annual commission (collectively, the “Commitment Fee”) for the period commencing with and including the date of delivery of this Agreement and ending on and including the Expiration Date. Commitment Fees shall be calculated as a percentage, specified in subsection (b) of this Section, of the Commitment, and shall be payable quarterly in arrears on the first Business Day of each January, April, July and October, commencing on October 1, 2026, and continuing for the term of this Agreement and, pro rata, on the Expiration Date, together with interest thereon from the date payment thereof is due until paid at the Default Rate. Commitment Fees shall be computed based on the actual number of days elapsed in a year consisting of 360 days, composed of twelve 30-day months, and shall be payable to the Standby Purchaser in lawful currency of the United States of America and in immediately available funds pursuant to the instructions set forth in Section 7.01(c). If any such payment is due and payable on a day other than a Business Day, such payment shall be made on the next succeeding Business Day with no additional interest.

(b) Commencing July 1, 2026, Commitment Fees shall be calculated at the percentage rates as follows, or otherwise as may be agreed to from time to time by the Authority and the Standby Purchaser in an amendment of or supplement to this Agreement:

(i) At all times during which either Moody’s or Standard & Poor’s shall have assigned the State’s long-term general obligation bonds a rating of Aaa or AAA, respectively (without regard to any gradations within such rating category): 0.350%.

(ii) At all times during which either Moody’s or Standard & Poor’s shall have assigned the State’s long-term general obligation bonds a rating of Aa or AA, respectively (without regard to any gradations within such rating category): 0.450%.

(iii) At all times during which both Moody’s and Standard & Poor’s shall have assigned the State’s long-term general obligation bonds a rating lower than Aa and AA, respectively (without regard to any gradations within such rating category): 0.550%.

(iv) In the event Moody’s and Standard & Poor’s have assigned ratings in different rating categories, only the higher rating shall be taken into account for purposes of subparagraphs (i) and (ii) above.

(c) In addition, the State shall pay on July 1, 2026, Commitment Fees payable pursuant to Section 2.01 of the Prior Standby Commercial Paper Purchase Agreement.

Section 2.04. Termination of Commitment. The Commitment shall terminate upon the earlier to occur of the following:

- (i) the close of business of the Standby Purchaser on July 1, 2031;
- (ii) immediately upon the occurrence of a Special Event of Default, in which case the Standby Purchaser shall immediately deliver No-Issuance Instructions to the State, the Issuing and Paying Agent and the Dealer;
- (iii) by either party upon giving to the other party notice of termination of at least the longer of (x) ninety (90) calendar days or (y) the remaining number of calendar days to maturity of any then-outstanding Commercial Paper plus one (1) calendar day, in which case the Standby Purchaser shall, immediately upon giving such notice, deliver No-Issuance Instructions to the State, the Issuing and Paying Agent and the Dealer; and
- (iv) upon the payment of the principal amount of all Commercial Paper outstanding under the Commercial Paper Resolution and subject to this Agreement, together with receipt by the Standby Purchaser of written notice from an Authorized Officer that such Commercial Paper will not be reissued, that no additional Commercial Paper will be issued and that this Agreement shall be terminated.

The termination of the Commitment hereunder shall not affect the commitment under any separate agreement of the Standby Purchaser to act as a standby purchaser for Other Obligations.

Upon receipt of such No-Issuance Instructions, the State shall cease issuing Commercial Paper as provided in Section 6.03.

ARTICLE III

CONDITIONS TO EFFECTIVENESS OF AGREEMENT

Section 3.01. Conditions to Effectiveness of Agreement. This Agreement shall become effective when each party hereto shall have received an executed counterpart of this Agreement and there shall have been delivered to the Standby Purchaser each of the following (and such other documents as the Standby Purchaser may reasonably request), each dated the date of delivery of this Agreement:

- (a) an executed counterpart of this Agreement and any other certificates and resolutions of the State authorizing the execution, delivery and performance by the State of this Agreement;
- (b) a certificate, signed by an Authorized Officer of the State:
 - (1) to the effect that since June 30, 2025, there has been no material adverse change in the financial condition, business, assets or liabilities of the State which shall have occurred and be continuing;

(2) to the effect that the representations and warranties contained in Article V are true and correct in all material respects on and as of the date of delivery as though made on and as of such date except to the extent the same relate to any earlier date;

(3) to the effect that no Default, Event of Default, or Special Event of Default has occurred and is then continuing under the Prior Standby Commercial Paper Purchase Agreement or, upon execution and delivery of this Agreement, will have occurred;

(c) an opinion of the Attorney General of the State, as counsel to the State Funding Board, in form and content satisfactory to the State and the Standby Purchaser;

(d) an opinion of the Attorney General of the State, as counsel to the Standby Purchaser, in form and content satisfactory to the State and the Standby Purchaser;

(e) evidence satisfactory to the Standby Purchaser that Moody's and Standard & Poor's have assigned ratings of P-1 and A-1+, respectively, on the Commercial Paper; and

(f) any fees and disbursements due and owing to the Standby Purchaser pursuant to Section 7.03 at the time of the execution and delivery of this Agreement shall have been received.

Prior to the effectiveness of this Agreement, the Standby Purchaser shall also be entitled to receive such other documents, certificates, opinions, approvals and filings with respect to the Related Documents and this Agreement as the Standby Purchaser may reasonably request.

ARTICLE IV

OBLIGATIONS OF THE STATE

Section 4.01. Obligations Unconditional. To the extent permitted by law, and subject to the provisions of Section 2.05 of the Commercial Paper Resolution, the obligations of the State under this Agreement shall be absolute and unconditional and shall remain in full force and effect until all amounts due to the Standby Purchaser hereunder and under the Commercial Paper shall have been paid in full and actually received in accordance with terms hereof and of the Commercial Paper.

ARTICLE V

REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 5.01. Representations and Warranties. The State represents and warrants as follows:

(a) Powers, Etc. The State has full power and authority (i) to borrow money for the purposes specified in the Commercial Paper Resolution and this Agreement and to issue Commercial Paper as evidence of such borrowings; (ii) to carry out its governmental purposes in the manner now conducted and proposed to be conducted; and (iii) to adopt the Bond Resolution and the Commercial Paper Resolution and to execute, deliver and perform and observe all of the terms and provisions of the Related Documents.

(b) Authorized, Absence of Conflicts, Etc. The adoption of the Bond Resolution and the Commercial Paper Resolution and the execution, delivery and performance of each Related Document (i) have been and will be duly authorized by all necessary action on the part of the State; (ii) do not and will not conflict with, or result in a violation of, any provision of law, including the Constitution of the State and the Act, or any order, writ, rule or regulation of any court or governmental agency or instrumentality binding upon or applicable to the State; and (iii) do not and will not conflict with, result in a violation of, or constitute a default or create a lien under any other resolution, agreement or instrument to which the State is a party or by which the State or any of its property is bound.

(c) Valid Obligations. Each Related Document is and will be a valid contractual obligation of the State. The enforceability (but not the validity) of each Related Document may be limited by (i) any applicable bankruptcy, insolvency, reorganization, moratorium and other laws heretofore or hereafter enacted affecting creditors' rights, and the application of principles of equity relating to or affecting the enforcement of contractual obligations, whether such enforceability is considered in a proceeding in equity or at law, and (ii) the fact that specific performance and other equitable remedies are granted only in the discretion of a court. The State has not waived the immunity of the State from suit or extended its consent to be sued, and monetary actions against the State for breach of contractual obligations may be heard and determined under current law exclusively in the Tennessee Claims Commission, an administrative tribunal, where liability may be limited to actual damages and certain costs.

(d) Security.

(1) The Commercial Paper Resolution will create a valid pledge of moneys of the State to the extent provided for in the Commercial Paper Resolution for the equal benefit, protection and security for the Holders of the Commercial Paper.

(2) No consent, approval, permit, authorization or order of, or registration or filing with, any court or governmental agency, authority or instrumentality, or recording or filing of any Related Document, any financing statement or any other certificate, resolution, instrument or agreement, is or will be necessary to create or perfect the aforesaid pledge.

(e) Governmental Consent or Approval.

(1) No consent, approval, permit, authorization or order of, or registration or filing with, any court or governmental agency, authority or other instrumentality not already obtained, given or made is required on the part of the State for the execution, delivery and performance of any Related Document or the adoption of the Bond Resolution or Commercial Paper Resolution, except as set forth in Section 5.01(j).

(2) All consents, approvals, permits, authorizations and orders of, and registrations and filings with, any court or governmental or public agency, authority or other instrumentality required for the issuance, sale, execution, delivery and performance of Commercial Paper have been or will be obtained prior to the delivery thereof.

(f) Litigation. There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, arbitrator, governmental or other board, body or official, pending or, to the best knowledge of the State, threatened against or affecting the State, that draws into question the validity of any proceeding taken or to be taken by the State in connection with the execution, delivery and performance of any Related Document, or seeking to prohibit, restrain or enjoin the adoption of the Commercial Paper Resolution or issuance and delivery of any Commercial Paper, nor, to the best knowledge of the State, is there any basis therefor, wherein an unfavorable decision, ruling or finding would adversely affect (i) the validity or enforceability of, or the authority or ability of the State to perform its obligations under, any Related Document, (ii) the ability of the State to carry out its purposes in the manner now conducted or as proposed to be conducted or (iii) the exclusion of interest on any outstanding Commercial Paper from gross income for federal income tax purposes to the extent such interest was intended to be so excluded, or the exemption of any Commercial Paper or the interest thereon from personal income taxation by the State or any political subdivision thereof.

(g) No Defaults. No event, Default, Event of Default or Special Event of Default under this Agreement has occurred and is continuing that is, or would with the passage of time or the giving of notice, or both, constitute a default by the State in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any Related Document.

(h) Financial Condition. On the date of execution and delivery of this Agreement and on the date of original issuance of any Commercial Paper, subject to the proviso below, the balance sheet of the State for the fiscal year immediately preceding the execution and the delivery of this Agreement or such date of issuance, as the case may be, and the related statements of revenues, expenses and changes in retained earnings and financial position, present fairly the State's financial position as of the end of such fiscal year and the results of its operations and its income, fund balances and changes in fund equity and financial position for the end of such fiscal year, in conformity with generally accepted accounting principles applied on a consistent basis; provided however, that no such balance sheet or financial statements for a fiscal year shall be required prior to one hundred eighty (180) days after the close of such fiscal year. After completion, a copy of such balance sheets and financial statements shall promptly be delivered to the Standby Purchaser.

(i) Disclosures. As of the date of execution and delivery of this Agreement by the State, no information, exhibit or report, including, without limitation, the financial statements referred to in Section 5.01(h), furnished by or on behalf of the State to the Standby Purchaser contains any untrue statement of a material fact or omits any statement of a material fact necessary to make the statements contained herein, in light of the circumstances under which they were made, not misleading, and there are no facts that the State has not disclosed to the Standby Purchaser that, individually or in the aggregate materially adversely affect or, so far as the State can now foresee, will materially adversely affect the operations, affairs, properties, condition or prospects, financial or otherwise of the State.

(j) Issuance of Commercial Paper. The issuance of Commercial Paper requires a Request by an Authorized Officer as set forth in Section 3.01(c) of the Commercial Paper Resolution, which authorization and any identifications, determinations and allocations required in connection therewith may lawfully be made by Authorized Officers.

Section 5.02. Covenants. The State covenants and agrees, from the date hereof and until the termination of this Agreement and the termination of Commitment hereunder and the payment in full of all obligations due under this Agreement, as follows unless the Standby Purchaser shall otherwise consent in writing:

(a) Compliance with Laws, Etc. The State shall comply with all applicable State and federal laws, rules, regulations and orders.

(b) Use of Proceeds. The State shall (i) use the proceeds of the Commercial Paper solely in accordance with the purposes set forth in the Commercial Paper Resolution and (ii) cause the moneys paid by the Standby Purchaser hereunder to be used solely to pay the purchase price of Commercial Paper as required hereby.

(c) Accuracy of Information. All data, certificates, reports, financial statements, opinions of counsel, documents and other information furnished to the Standby Purchaser, whether pursuant to this Agreement or in connection with or pursuant to any amendment or modification of or waiver under this Agreement, shall, at the time that same are so furnished, (i) be complete and correct in all material respects to the extent necessary to give the Standby Purchaser true and accurate knowledge of the subject matter thereof, and (ii) not contain any untrue statements of a material fact or omit to state a material fact necessary in order to make the statements contained therein not misleading, and the furnishing of same to the Standby Purchaser shall constitute a representation and warranty by the State to that effect.

(d) Additional Documents. The State shall furnish to the Standby Purchaser from time to time, at the State's expense, all further instruments and documents, duly executed and delivered by the State, and take all further action that may be reasonably necessary, or that the Standby Purchaser may reasonably request, in order to (i) perfect and protect any security interest or other right or interest assigned to the Standby Purchaser under or in connection with this Agreement, the Commercial Paper Resolution, or any other Related Document, or (ii) enable the Standby Purchaser to exercise or enforce its rights or remedies under or in connection with this Agreement, the Commercial Paper Resolution or any other Related Document.

(e) Other Obligations. The State will comply with and observe all other obligations and requirements set forth in the Commercial Paper Resolution and each other Related Document to which it is a party (including, without limitation, all provisions therein for the benefit of the Standby Purchaser) and in all statutes and regulations binding upon it or relating to the Commercial Paper, this Agreement, or any of the Related Documents.

(f) Litigation. The State shall promptly notify the Standby Purchaser of (i) the existence and status of any litigation which individually or in the aggregate could, in the event of an unfavorable outcome, have a material adverse effect on (A) the financial condition or operations of the State, (B) the Commercial Paper, (C) the Commitment Fees or other costs or amounts payable hereunder or (D) the enforceability or validity of the Related Documents, or (ii) any change in any material fact or circumstance represented or warranted in this Agreement or in any of the Related Documents.

(g) Documents Related to Other Securities. The State shall notify the Standby Purchaser of the sale or placement of any securities of which it is issuer or which are issued for its direct benefit upon or prior to the issuance thereof, and as soon as practicable after the issuance thereof, furnish to the Standby Purchaser copies of any prospectus, official statement, offering circular or placement memorandum, and any supplements thereto, that the State makes available in connection with the offering for sale of any securities of which it is the issuer or which are issued for its direct benefit.

(h) Preservation of Existence, etc. The State Funding Board shall take no action to terminate its existence, or its rights and privileges in the State.

(i) Tax-Exempt Status. The State shall not take any action or omit to take any action that, if taken or omitted, would adversely affect the exclusion of interest on any outstanding Commercial Paper from gross income of the Holders thereof for purposes of federal income taxation to the extent such interest was intended to be so excluded.

(j) Notice of Default and Other Events. The State shall promptly notify the Standby Purchaser, the Issuing and Paying Agent and the Dealer of each Default, Event of Default or Special Event of Default actually known to the State.

(k) Reports, Certificates, and Other Information. The State will furnish or cause to be furnished to the Standby Purchaser:

(1) reasonably promptly after a written request therefor, any financial data or information evidencing compliance with the requirements of this Agreement as the Standby Purchaser may reasonably request from time to time;

(2) promptly upon their becoming available, copies of any non-routine periodic or special reports filed by the State with any governmental authority, if such reports indicate that there has been a material adverse change in the ability of the State to perform its obligations under or in respect of the Commercial Paper, this Agreement or any of the other Related Documents;

(3) promptly upon receipt thereof, copies of all audit reports submitted to the State by the Comptroller of the Treasury in connection with each interim or special audit of the State made by such accountants;

(4) promptly upon obtaining knowledge of any condition or event which constitutes an Event of Default or which, after notice or lapse of time or both, would constitute an Event of Default, and within 5 days thereafter a certificate signed by an Authorized Officer of the State specifying in reasonable detail the nature and period of existence thereof and what action the State has taken or purposes to take with respect thereto; and

(5) such other information regarding the business, affairs and condition of the State as the Standby Purchaser may from time to time reasonably request.

(l) Access to Books and Records. Except to the extent prohibited by law, the State will permit any person designated by the Standby Purchaser, at the reasonable expense of the State, to visit any of the offices of the State to examine the books and financial records, including minutes of meetings of the State, and make copies thereof or extracts therefrom, and to discuss the affairs, finances and accounts of the State with its principal officials, all at such reasonable times and as often as the Standby Purchaser may reasonably request. Unless otherwise required by law, order, demand, subpoena or similar process, the Standby Purchaser agrees to maintain the confidentiality of all such books, records and information regarding the State.

(m) Rollover Commercial Paper. If and whenever the Standby Purchaser has purchased Commercial Paper, the State shall use its best efforts to cause to be issued to Persons other than the Standby Purchaser, on the date such Purchased Commercial Paper matures, Rollover Commercial Paper in the same aggregate principal amount, and to cause the proceeds of such Rollover Commercial Paper to be used to pay the principal of Purchased Commercial Paper.

(n) Removal of the Dealer. The State shall not remove or replace, or permit to be removed or replaced, the Dealer without the prior consent of the Standby Purchaser; provided, however, that the consent of the Standby Purchaser shall not be unreasonably withheld.

Section 5.03. Standby Purchaser Covenants. The Standby Purchaser covenants and agrees, from the date hereof and until the termination of this Agreement:

(a) Investment Authority. To the extent permitted by law, the Standby Purchaser will maintain at all times sufficient investment authority under its investment guidelines, and to manage its investments consistent therewith, to enable it to fulfill its obligation to purchase Commercial Paper as and when required hereunder and under the Commercial Paper Resolution. The Standby Purchaser shall not seek or support any amendment to Section 8-37-104, Tennessee Code Annotated, or any other applicable statute which would adversely affect its ability to purchase Commercial Paper as and when required hereunder and under the Commercial Paper Resolution.

(b) DTC. The Standby Purchaser will, at all times during which DTC acts as Depository for the Commercial Paper, maintain a relationship with a participant of DTC or its successor to the extent required to enable the Standby Purchaser to fulfill its obligation to purchase Book-Entry Commercial Paper as and when required hereunder and under the Commercial Paper Resolution.

ARTICLE VI

EVENTS OF DEFAULT

Section 6.01. Events of Default. The following shall constitute Events of Default:

(1) Default in the payment when due of interest on any Commercial Paper and such default continues for two (2) Business Days; or

(2) Default in the payment of principal of any Commercial Paper when due, at maturity, upon acceleration or redemption, or otherwise; or

(3) The State fails to perform any of its agreements in any Related Document (except a failure that results in an Event of Default under paragraph (1) or (2) above), the performance of which is material to the Holders of the Commercial Paper, and the failure continues after the Holders of at least 25% in principal amount of the outstanding Commercial Paper give the State Funding Board, the Issuing and Paying Agent, the Dealer and the Standby Purchaser a notice specifying the default, demanding that it be remedied and stating that the notice is a “Notice of Default”, and the State does not cure the default within sixty (60) days after receipt of the notice; or

(4) Default in the payment of the principal of or interest on any Bond after the same shall become due, whether at maturity or upon call for redemption, and such default shall continue for a period of thirty (30) days; or

(5) Default in the payment of any Commitment Fees when due pursuant to this Agreement, and the continuance of such default unremedied for five (5) Business Days after notice given by the Standby Purchaser to the State; or

(6) Any representation or warranty made by the State in this Agreement, the Commercial Paper Resolution or any other document or certificate furnished pursuant hereto or thereto shall have been incorrect in any material respect as of the date made; or

(7) The State shall default in the due performance or observance of any term, covenant or agreement contained in Section 5.02(a), (b), (c), (h) or (i) hereof; or

(8) The State shall default in the due performance or observance of any term, covenant or agreement contained in Article V (other than those covered by paragraph (7) above) and such default, if capable of being remedied, shall remain unremedied for twenty (20) days after written notice thereof shall have been given to the State by the Standby Purchaser; provided, that so long as the State shall be proceeding with due diligence to remedy any default in the due performance or observance of such covenants which, if begun and pursued with due diligence, cannot be completed within a period of twenty (20) days, then such twenty (20) day period shall be extended to the extent as shall be necessary to enable the State to begin and complete the remedying of such default through the exercise of due diligence; provided further, that in no event shall such period be extended by more than sixty (60) days; or

(9) Any material provision of this Agreement or any other Related Document shall at any time or for any reason cease to be valid and binding and enforceable in accordance with its terms, which binding effect and enforceability (but not validity) may be limited by State law, or shall be finally declared to be null and void by any court or governmental authority or agency having jurisdiction in a judicial or administrative proceeding; or

(10) Except as described in paragraphs (1) through (9) of this Section, default by the State in the performance of any material provision of this Agreement, and the continuance of such default unremedied for thirty (30) days after the State had notice thereof; or

(11) The State takes any action or fails to take any action affecting its ability or willingness to pay its debts and such action or inaction results in a reduction of the State's long-term general obligation bond rating below A (without regard to any gradations within such rating category) by both Moody's and Standard & Poor's; or

(12) Both Moody's and Standard & Poor's shall have assigned the Commercial Paper a rating below P-1 and A-1+, respectively;

provided, however, that with respect to the Events of Default specified above, the Standby Purchaser shall have given written notice (except for the State's failure to perform under Section 5.02(j)) to the State, the Issuing and Paying Agent and the Dealer that the Standby Purchaser declares the same to be an Event of Default hereunder.

Section 6.02. Remedies. If any Event of Default shall have occurred and be continuing, the Standby Purchaser may, at the same or different times, so long as such Event of Default shall not have been remedied to the satisfaction of the Standby Purchaser, take one or more of the following actions: (i) deliver to the State, the Issuing and Paying Agent and the Dealer a notice in the form of Exhibit B ("No-Issuance Instructions"), upon receipt of which the State shall cease issuing Commercial Paper as provided in Section 6.03; (ii) by notice to the State, declare all obligations of the State payable under Sections 2.03 and 7.03 due and payable, whereupon the same shall be immediately due and payable without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived by the State to the extent permitted under State law; provided, however, that in the case of the occurrence of any event described in paragraph (6) of Section 6.01, all obligations of the State payable under Sections 2.03 and 7.03 shall become due and payable forthwith without the requirement of notice and without presentment, demand or notice of any kind, all of which are expressly waived by the State to the extent permitted under State law; and (iii) proceed to enforce all other remedies available to it under this Agreement, the Related Documents and applicable law.

Section 6.03. No-Issuance Instructions. Upon receipt of No-Issuance Instructions, the State shall cease issuing Commercial Paper unless and until such No-Issuance Instructions are rescinded. Any such notice received after 11:30 a.m., New York City time, shall be deemed to have been received on the next Business Day. Notwithstanding anything in this Section which may be to the contrary, prior to the occurrence of a Special Event of Default and termination of the Standby Purchaser's obligation to purchase Commercial Paper pursuant to Section 2.04(ii), a No Issuance Instruction shall not affect the obligation of the Standby Purchaser to purchase Commercial Paper issued prior to the receipt by the State of such No-Issuance Instructions. Any No-Issuance Instructions given pursuant to Section 6.02 shall be revoked immediately upon notice of waiver or non-continuance of each and every Event of Default giving rise to such No-Issuance Instructions, by notice in writing of the Standby Purchaser delivered to the State, the Dealer and the Issuing and Paying Agent substantially in the form of Exhibit C.

Section 6.04. Special Events of Default. The following shall constitute "Special Events of Default" and the remedies available therefor:

(a) The State shall fail to pay, or cause to be paid, when due, any amount due and owing on the principal of (provided the Standby Purchaser is not required to first make payment of such

principal pursuant to this Agreement and other Related Documents) or interest on any Commercial Paper; or

(b) The issuance of any Commercial Paper shall result in a violation by the State of any law, rule or regulation, or any order of any court, governmental agency or regulatory body, or any indenture or loan or credit agreement (including this Agreement), or any other agreement or instrument, applicable to the State or to such issuance, pursuant to a final administrative determination or judicial decision from which there shall not exist any further right of appeal (or against which a timely appeal shall not have been filed by the State); or

(c) The validity, or enforceability to the extent permitted by State law, of this Agreement, the Commercial Paper or the Commercial Paper Resolution, shall be contested by the State or the State shall deny that it has any or further liability or obligation under this Agreement, the Commercial Paper or the Commercial Paper Resolution; or

(d) Both Moody's and Standard & Poor's shall have assigned the Commercial Paper a rating below P-3 and A-3+, respectively; or

(e) The State imposes a debt moratorium, debt restructuring, debt adjustment or comparable restriction on repayment when due and payable of the principal of or interest on any State obligations, or the State shall take any other action that takes advantage of or uses the powers of a sovereign entity to refuse to pay its debts in accordance with the terms thereof, or to comply with any of its lawful obligations or commitments under the Commercial Paper, or any other general obligation notes or bonds issued by the State; or

(f) Either the State or the State Funding Board (A) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or of all or of a substantial part of its property or assets, (B) admits in writing its inability, or is generally unable, to pay its debts as they become due, (C) makes a general assignment for the benefit of creditors, (D) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, liquidation, winding-up or composition or adjustment of debts, or (E) takes any action for the purpose of effecting any of the acts set forth above in this Section;

then (A) automatically the Commitment and the obligations of the Standby Purchaser under this Agreement shall immediately terminate, and the Standby Purchaser shall immediately deliver No-Issuance Instructions to the State, the Issuing and Paying Agent and the Dealer, upon receipt of which the State shall cease issuing Commercial Paper as provided in Section 6.03, and (B) the Standby Purchaser may pursue any other rights or remedies under this Agreement, applicable law or otherwise. The Standby Purchaser agrees to give the State prompt notice of the occurrence of any Special Event of Default hereunder, it being understood and agreed by the parties hereto, however, that the failure to give such notice by the Standby Purchaser or the failure to receive such notice by the State shall not be deemed the failure of a condition precedent to the Standby Purchaser's rights under this Article VI following the occurrence of a Special Event of Default. As and until such time as the Standby Purchaser shall have actual knowledge of the occurrence of a Special Event of Default as described herein, the Standby Purchaser shall, notwithstanding the occurrence of a Special Event of Default, continue to be entitled to the benefits of this Agreement

including, but not limited to, reimbursement for its Commitment Fees and other costs hereunder as and to the same extent as if no such Special Event of Default had occurred.

ARTICLE VII

MISCELLANEOUS

Section 7.01. Notices and Payments. (a) All notices, requests and other communications required or permitted (except to the extent otherwise expressly provided for herein) under the terms and provisions hereof shall be sent by first-class mail (postage prepaid), telex, telecopy or other written electronic means or delivered to the addresses and the persons specified below:

If to the State:

State Funding Board
State of Tennessee
Cordell Hull Building
425 Rep. John Lewis Way N., 4th Floor
Nashville, TN 37243
Attention: Director, Division of State Government Finance
Telephone No.: (615) 747-5369
Telecopy No.: (615) 741-5986

If to the Issuing and Paying Agent concerning the daily issuance and redemption of Commercial Paper and otherwise:

Zions Bank
Commercial Paper Operations Department
401 Liberty Avenue, Suite 1729
Pittsburgh, PA 15222
Telephone No.: (216) 559-2384
Telecopy No.: (855) 850-0865
E-mail delivery to: bryant.eckert@zionsbank.com

with a copy to:

Zions Bank
Corporate Trust Department
#1 South Main Street, 12th Floor
Salt Lake City, UT 84133-1109
Telephone No.: (801) 844-7561
Telecopy No.: (855) 547-5637
E-mail delivery to: shelene.brown@zionsbank.com

If to the Standby Purchaser:

Tennessee Consolidated Retirement System
Investment Division
Andrew Jackson Building, 13th Floor
Nashville, TN 37243
Attention: Chief Investment Officer
Telephone No.: (615) 532-1157
Telecopy No.: (615) 741-0755

with a copy to

Tennessee Consolidated Retirement System
Investment Division
Andrew Jackson Building, 13th Floor
Nashville, TN 37243
Attention: Director of Fixed Income
Telephone No.: (615) 532-1182
Telecopy No.: (615) 741-0755

If to the Dealer:

Morgan Stanley & Co. Incorporated
1585 Broadway, 11th Floor
New York, New York 10036
Attention: Remarketing Coordinator
Telephone No.: (212) 761-2609
Telecopy No.: (212) 507-1937

or, if to any of the foregoing, to it at such other address as the same may designate from time to time by notice duly given to the other persons designated above. Each of the foregoing will advise the other persons designated above from time to time of its telecopy (if different from those set forth above) or telephone numbers (if any) and of the names and persons (together with their respective telephone numbers) to whom notices by telephone call hereunder shall be directed.

(b) Each such notice, request or other communication shall be effective (i) if given by telecopier, when such telecopy is transmitted to the telecopier number specified in this Section and telephonic or telecopied confirmation of receipt is received, (ii) if given by mail, 72 hours after such communication is deposited in the mails with first class postage prepaid, addressed as aforesaid or (iii) if given by any other means, when delivered at the address specified in this Section; provided, however, that notices to the Standby Purchaser (A) under Sections 2.01 and 2.04 shall not be effective until received, (B) under Section 2.01 shall, to the extent provided in Section 2.01(e), also be given by telephone to the Senior Short-Term Portfolio Manager or Chief Investment Officer of the Standby Purchaser and (C) under Section 2.04 may also be given by telephone to the Chief Investment Officer of the Standby Purchaser. All such telephonic notices shall be given to telephone number (615) 532-1157 (or such other telephone number as may be

designated by the Standby Purchaser, by written notice to the State, to receive such notice), immediately confirmed in writing or by telecopier.

(c) Payment instructions for fees due to the Standby Purchaser shall be designated in writing by the Standby Purchaser to the State, and payment instructions for amounts due to the Standby Purchaser upon the payment of Purchased Commercial Paper shall be designated in writing by the Standby Purchaser to the State, the Issuing and Paying Agent and the Dealer.

Section 7.02. No Waivers. (a) The obligations of the Standby Purchaser hereunder shall not in any way be modified or limited by reference to any other document, instrument or agreement (including, without limitation, the Commercial Paper or any other Related Document). The rights of the Standby Purchaser are separate from and in addition to any rights that it may have as an owner of any Commercial Paper and that any owner of Commercial Paper may have under the terms of such Commercial Paper or any other Related Document or otherwise.

(b) No failure or delay by the Standby Purchaser in exercising any right, power or privilege hereunder or under the Commercial Paper shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law. No failure to exercise a right, power or privilege under or in respect of the Commercial Paper or any other Related Document shall affect the rights, powers or privileges of the Standby Purchaser hereunder or shall operate as a limitation or waiver thereof.

Section 7.03. Fees, Expenses and Taxes. The State shall, as soon as practicable after demand, pay any and all reasonable out-of-pocket fees, expenses and documentary stamp, intangible and other similar taxes, if any, of the Standby Purchaser, payable in connection with the preparation, execution, delivery of this Agreement and the Related Documents, the performance and enforcement of the obligations of the State under this Agreement and the Related Documents and any amendments thereto or waivers thereof and the rights for the Standby Purchaser with respect to Commercial Paper (including fees of counsel to the Standby Purchaser, plus any charges and disbursements of such counsel related thereto), and any filings or recordings required to perfect the liens and security interests created under the Commercial Paper Resolution, if any. All amounts due to the Standby Purchaser pursuant to this Section 7.03 shall accrue interest from the date such amounts are due until paid at the Standby Purchaser Rate.

Section 7.04. Amendments and Waivers. Any provision of this Agreement may be amended or waived if, but only if, such amendment or waiver is in writing and is signed by the State and the Standby Purchaser; provided, however, that no waiver or amendment shall be effective as to any Commercial Paper unless (i) the State and the Standby Purchaser agree that the same does not materially adversely affect the rights of the Holders of such Commercial Paper or (ii) such Holders shall have consented in writing to such waiver or amendment or (iii) such waiver or amendment is effective with respect to Commercial Paper issued subsequent to the effectiveness of such waiver or amendment. The parties agree that the amendment and restatement of this Agreement as of May 20, 2026 does not materially adversely affect the rights of the Holders of any Commercial Paper.

Section 7.05. Term of this Agreement. The term of this Agreement shall be until the latest of (i) the Expiration Date, (ii) payment in full of the principal of and interest on all Purchased Commercial Paper and (iii) the day on which all other amounts payable hereunder to the Standby Purchaser shall have been paid in full.

Section 7.06. Governing Law. This Agreement shall be construed in accordance with and governed by the law of the State of Tennessee.

Section 7.07. Counterparts. This Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

Section 7.08. Beneficiaries. This Agreement is made solely for the benefit of the State and the Standby Purchaser and their respective successors and assigns, and no other person or entity shall have the right, benefit or interest under or because of the existence of this Agreement; provided, that neither the State nor the Standby Purchaser may assign all or any part of this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.

Section 7.09. Severability. Any provision of this Agreement which is prohibited, unenforceable or not authorized in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability or nonauthorization without invalidating the remaining provisions hereof or affecting the validity, enforceability or legality of such provision in any other jurisdiction.

Section 7.10. Successors. The obligations of the State Funding Board and the Standby Purchaser under this Agreement shall be binding on their respective successors.

Section 7.11. Headings. Section headings in this Agreement are included herein for convenience or reference only and shall not constitute a part of this Agreement for any other purpose.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

STATE OF TENNESSEE
By: FUNDING BOARD OF THE
STATE OF TENNESSEE

TENNESSEE CONSOLIDATED
RETIREMENT SYSTEM

By: _____
JASON E. MUMPOWER, Comptroller
and Secretary, Funding Board, of the State
of Tennessee

By: _____
DAVID H. LILLARD, JR.
Tennessee Treasurer
and Chair of the Board of Trustees of the
Tennessee Consolidated Retirement
System

[Signature Page to Standby Commercial Paper Purchase Agreement]

NOTICE OF REQUIRED PURCHASE

[Date]

Tennessee Consolidated Retirement System
Investment Division
Andrew Jackson Building, 13th Floor
Nashville, Tennessee 37243
Attention: Chief Investment Officer
(615) 532-1157

State Funding Board
State of Tennessee
Cordell Hull Building
425 Rep. John Lewis Way N., 4th Floor
Nashville, TN 37243
Attention: Director, Division of State
Government Finance
(615) 747-5369

Tennessee Consolidated Retirement System
Investment Division
Andrew Jackson Building, 13th Floor
Nashville, Tennessee 37243
Attention: Director of Fixed Income
(615) 532-1182

Ladies and Gentlemen:

Reference is made to the Standby Commercial Paper Purchase Agreement dated as of May 20, 2026 (the "Agreement"), by and between the State of Tennessee (the "State"), acting by and through the Funding Board of the State, and the Tennessee Consolidated Retirement System (the "Standby Purchaser"). Capitalized terms used herein shall have the meanings given to them in or by reference to the Agreement.

Pursuant to Section 2.01(e) of the Agreement, we hereby give you notice that the Dealer has given us notice of the Dealer's inability to sell on the date hereof \$_____ aggregate principal amount of Commercial Paper to pay the principal of currently outstanding Commercial Paper maturing on the date hereof in the same aggregate principal amount, and that such unsold Commercial Paper is required to be purchased by the Standby Purchaser on the date hereof pursuant to Section 2.01 of the Agreement at a price of par. In accordance with the provisions of the Commercial Paper Resolution and the Agreement, the purchase price should be provided by wire transfer in immediately available funds.

In addition, we hereby certify that we have not received notice of the occurrence and continuance of a Special Event of Default.

Very truly yours,

ZIONS BANK, A DIVISION OF
ZB, NATIONAL ASSOCIATION,
as Issuing and Paying Agent

By: _____
Name:
Title:

NO-ISSUANCE INSTRUCTIONS

[Date]

State Funding Board
State of Tennessee
Cordell Hull Building
425 Rep. John Lewis Way N., 4th Floor
Nashville, TN 37243
Attention: Director, Division of State
Government Finance
Telephone No.: (615) 747-5369
Telecopy No.: (615) 741-5986

Morgan Stanley & Co. Incorporated
1221 Avenue of the Americas, 30th Floor
New York, New York 10020
Attention: Remarketing Coordinator
Telephone No.: (212) 762-8263
Telecopy No.: (212) 507-1937

Zions Bank
Commercial Paper Operations Department
401 Liberty Avenue, Suite 1729
Pittsburgh, PA 15222
Telephone No.: (216) 559-2384
Telecopy No.: (855) 850-0865
E-mail delivery to: bryant.eckert@zionsbank.com

Re: State of Tennessee General Obligation Commercial Paper

Ladies and Gentlemen:

Reference is made to the Standby Commercial Paper Purchase Agreement dated as of May 20, 2026 (the "Agreement"), by and between the State of Tennessee, acting by and through the Funding Board of the State of Tennessee, and the Tennessee Consolidated Retirement System. Capitalized terms used herein shall have the meanings given to them in or by reference to the Agreement.

We hereby give you notice that because [an Event of Default has occurred and is continuing, you are hereby instructed not to issue any Commercial Paper unless and until we rescind these No-Issuance Instructions] [the Agreement has been terminated, you are hereby instructed not to issue any Commercial Paper].

Very truly yours,

TENNESSEE CONSOLIDATED RETIREMENT
SYSTEM

By: _____
Name:
Title:

NO-ISSUANCE RESCISSION NOTICE

[Date]

State Funding Board
State of Tennessee
Cordell Hull Building
425 Rep. John Lewis Way N., 4th Floor
Nashville, TN 37243
Attention: Director, Division of State
Government Finance
Telephone No.: (615) 747-5369
Telecopy No.: (615) 741-5986

Morgan Stanley & Co. Incorporated
1221 Avenue of the Americas, 30th Floor
New York, New York 10020
Attention: Remarketing Coordinator
Telephone No.: (212) 762-8263
Telecopy No.: (212) 507-1937

Zions Bank
Commercial Paper Operations Department
401 Liberty Avenue, Suite 1729
Pittsburgh, PA 15222
Telephone No.: (216) 559-2384
Telecopy No.: (855) 850-0865
E-mail delivery to: bryant.eckert@zionsbank.com

Re: State of Tennessee General Obligation Commercial Paper, Series

Ladies and Gentlemen:

Reference is made to the Standby Commercial Paper Purchase Agreement dated as of May 20, 2026 (the "Agreement"), by and between the State of Tennessee, acting by and through the Funding Board of the State of Tennessee, and the Tennessee Consolidated Retirement System. Capitalized terms used herein shall have the meanings given to them in or by reference to the Agreement.

On _____, 20__, we gave you No-Issuance Instructions because an Event of Default had occurred and was continuing, instructing you not to issue any Commercial Paper unless and until we rescind those No-Issuance Instructions. We hereby give you notice that because such Event of Default has been waived or no longer continues, such No-Issuance Instructions are hereby rescinded and shall be of no further force or effect.

Very truly yours,

TENNESSEE CONSOLIDATED RETIREMENT
SYSTEM

By: _____
Name:
Title: