

RESOLUTION NO. 2019-31**RESOLUTION OF WEAKLEY COUNTY, TENNESSEE, AUTHORIZING THE ISSUANCE OF
INTEREST BEARING GENERAL OBLIGATION CAPITAL OUTLAY NOTES, SERIES 2019,
IN AN AMOUNT NOT TO EXCEED \$450,000
AND PROVIDING FOR THE PAYMENT OF SAID NOTES**

WHEREAS, the Board of Commissioners (the "Board"), of Weakley County, Tennessee (the "County"), has determined that it is necessary and desirable to authorize, issue, sell, and provide for the payment of its interest bearing capital outlay notes to finance the purchase of highway equipment;

WHEREAS, the County estimates that the economic life of such Project exceeds three (3) years;

WHEREAS, the County finds and determines that the Project will promote or provide a traditional governmental activity or otherwise fulfill a public purpose;

WHEREAS, in order to proceed as expeditiously as possible with such an essential Project, it is necessary that interest bearing capital outlay notes be issued for the purpose of providing funds to finance the Project; and,

WHEREAS, the County is authorized by the provisions of Title 9, Chapter 21, Tennessee Code Annotated, as amended, to issue such notes for said purposes upon the approval of the Director of the Office of State and Local Finance (the "Director of State and Local Finance").

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF WEAKLEY COUNTY, TENNESSEE, AS FOLLOWS:

Section 1. Authority. The Notes herein authorized shall be issued pursuant to Title 9, Chapter 21, Tennessee Code Annotated, as amended, and other applicable provisions of law.

Section 2. Authorization. For the purpose of providing funds to finance the costs of the Project, there shall be issued pursuant to, and in accordance with, the provisions of Title 9, Chapter 21, Tennessee Code Annotated, as amended, and other applicable provisions of law, the interest bearing capital outlay notes of the County, in the aggregate principal amount of not to exceed \$450,000, or such lesser amount as may be determined by the County Mayor of the County (the "County Mayor"), at the time of sale (collectively, the "Notes", individually, the "Note").

Section 3. Terms of the Notes. The Notes shall be designated "General Obligation Capital Outlay Notes, Series 2019". The Notes shall be issued in registered form, without coupons. The Notes shall be numbered from 1 upwards, shall be dated the date of issuance and delivery, or such other date as the County Mayor shall determine, shall be sold at not less than the par amount thereof, and shall bear interest at a rate not to exceed 3.76% per annum, such interest being payable at such times as agreed upon with the purchaser of such Notes, but in no event less than semiannually each year commencing six months from the dated date or such date as shall be designated by the County Mayor (the "Interest Payment Date"). The Notes shall mature not later than the end of the third fiscal year following the fiscal year in which the Notes are issued with principal payable annually; provided, however, that each year the Notes are outstanding no less than one-ninth (1/9) of the original principal amount of the Notes shall mature without renewal, but subject to prior redemption. The Notes shall contain such terms, conditions, and provisions other than as expressly provided or limited herein as may be agreed upon by the County Mayor of the County and the purchaser of the Notes.

Interest on the Notes shall be payable by wire transfer or by check or other form of draft of the "Note Registrar," as such term is hereinafter defined, deposited by the Note Registrar in the United States mail, first class postage prepaid, in sealed envelopes, addressed to the owner of such Notes, as of the applicable Interest Payment Date, at their respective addresses as shown on the Registration Books of the County maintained by the Note Registrar as of the close of business fifteen (15) calendar days preceding the next Interest Payment Date. All payments of the principal of and interest on the Notes shall be made in any coin or currency of the United States of America which, on the date of payment thereof, shall be legal tender for the payment of public and private debts.

Section 4. Redemption. The Notes shall be subject to redemption, in whole, prior to maturity, at the option of the County, upon fifteen (15) calendar days written notice to the Registered Owner, at the price of par plus accrued interest to the date of redemption. Provided, further, the County may pay, from time to time, additional principal payments, after giving fifteen (15) calendar day's written notice to the registered owner of such intent to pay additional principal.

Section 5. Execution. The Notes shall be executed in the name of the County; shall bear the manual signature of the County Mayor; shall be countersigned by the County Clerk of the County (the "County Clerk"), with his or her manual signature; and, shall have printed or impressed thereon the official seal of the County. In the event any officer whose signature appears on the Notes shall cease to be such officer, such signature shall nevertheless be valid and sufficient for all purposes. The Notes shall be issued in typed, printed, or photocopied form, or any combination thereof, substantially in the form attached hereto as Exhibit "A", with such minor changes therein or such variations thereof as the County Mayor may deem necessary or desirable, the blanks to be appropriately completed by the County Mayor prior to the issuance of the Notes.

Section 6. Registration, Negotiability, and Payment. (a) The County Clerk of the County is hereby appointed the note registrar and paying agent (the "Note Registrar"), and as such shall establish and maintain suitable books (the "Registration Books"), for recording the registration, conversion, and payment of the Notes, and shall also perform such other duties as may be required in connection with any of the foregoing. The Note Registrar is hereby authorized to authenticate and deliver the Notes to the original purchaser thereof, or as it may designate, upon receipt by the County of the proceeds of the sale thereof and to authenticate and deliver Notes in exchange for Notes of the same principal amount delivered for transfer upon receipt of the Notes to be transferred in proper form with proper documentation as herein described. The Notes shall not be valid for any purpose unless authenticated by the Note Registrar by the manual signature of the Note Registrar on the certificate set forth in Exhibit "A" hereto. The Notes shall be fully registered as to both principal and interest and shall be fully negotiable upon proper endorsement by the registered owner thereof. No transfer of any Notes shall be valid unless such transfer is noted upon the Registration Books and until such Note is surrendered, cancelled, and exchanged for a new Note which shall be issued to the transferee, subject to all the conditions contained herein. Principal on the Notes shall be paid at maturity upon presentation or surrender of the Notes at the principal office of the Note Registrar, and payment in such manner shall forever discharge and release the obligation of the County to the extent of the principal and interest so paid.

(b) In the event that any amount payable on any Note as interest shall at any time exceed the rate of interest lawfully chargeable thereon under applicable law, then any such excess shall, to the extent of such excess, be applied against the principal of such Note as a prepayment thereof without penalty, and such excess shall not be considered to be interest. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each.

Section 7. Transfer of Notes. Each Note shall be transferable only on the Registration Books maintained by the Note Registrar at the principal office of the Note Registrar, upon the surrender for cancellation thereof at the principal office of the Note Registrar, together with an assignment of such Note duly executed by the owner thereof or its attorney or legal representative, and upon payment of the charges hereinafter provided, and subject to such other limitations and conditions as may be provided therein or

herein. Upon the cancellation of any such Note, the Note Registrar shall, in exchange for the surrendered Note or Notes, deliver in the name of the transferee or transferees a new Note or Notes of authorized denominations, of the same aggregate principal amount, maturity, and rate of interest as such surrendered Note or Notes, and the transferee or transferees shall take such new Note or Notes subject to all of the conditions herein contained.

Section 8. Regulations with Respect to Transfers. In all cases in which the privilege of transferring Notes is exercised, the County shall execute, and the Note Registrar shall deliver, Notes in accordance with the provisions of this Resolution. For every transfer of Notes, whether temporary or definitive, the County and the Note Registrar may make a charge, unless otherwise herein to the contrary expressly provided, sufficient to pay for any tax, fee, or other governmental charge required to be paid with respect to such transfer, all of which taxes, fees, and other governmental charges shall be paid to the County by the entity requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such transfer. Neither the County nor the Note Registrar shall be obligated to transfer any Note during the fifteen (15) calendar days next preceding the maturity date of the Notes or any call for redemption.

Section 9. Mutilated, Lost, Stolen, or Destroyed Notes. In the event any Note issued hereunder shall become mutilated, or be lost, stolen, or destroyed, such Note shall, at the written request of the registered owner, be cancelled on the Registration Books and a new Note shall be authenticated and delivered, corresponding in all aspects but number to the mutilated, lost, stolen, or destroyed Note. Thereafter, should such mutilated, lost, stolen, or destroyed Note or Notes come into possession of the registered owner, such Notes shall be returned to the Note Registrar for destruction by the Note Registrar. If the principal on said mutilated, lost, stolen, or destroyed Note shall be due within fifteen (15) calendar days of receipt of the written request of the registered owner for authentication and delivery of a new Note, payment therefor shall be made as scheduled in lieu of issuing a new Note. In every case the registered owner shall certify in writing as to the destruction, theft, or loss of such Note, and shall provide indemnification satisfactory to the County and to the Note Registrar, if required by the County and the Note Registrar.

Any notice to the contrary notwithstanding, the County and all of the officials, employees, and agents thereof, including the Note Registrar, may deem and treat the registered owner of the Notes as the absolute owner thereof for all purposes, including, but not limited to, payment of the principal thereof, and the interest thereon, regardless of whether such payment shall then be overdue.

Section 10. Authentication. Only such of the Notes as shall have endorsed thereon a certificate of authentication, substantially in the form set forth in Exhibit "A" hereto duly executed by the Note Registrar shall be entitled to the rights, benefits, and security of this Resolution. No Note shall be valid or obligatory for any purpose unless, and until, such certificate of authentication shall have been duly executed by the Note Registrar. Such executed certificate of authentication by the Note Registrar upon any such Note shall be conclusive evidence that such Note has been duly authenticated and delivered under this Resolution as of the date of authentication.

Section 11. Source of Payment and Security. The Notes, as to both principal and interest, shall be payable from funds of the County legally available therefor and to the extent necessary from ad valorem taxes to be levied on all taxable property within the corporate limits of the County without limitation as to time, rate, or amount. Said Notes shall be a direct general obligation of the County, for which the punctual payment of the principal of and interest on the Notes, the full faith and credit of the County is irrevocably pledged.

Section 12. Levy of Taxes. For the purpose of providing for the payment of the principal of and interest on the Notes, to the extent necessary, there shall be levied in each year in which such Notes shall be outstanding a direct tax on all taxable property in the County, fully sufficient to pay all such principal and interest falling due prior to the time of collection of the next succeeding tax levy. Said tax shall be assessed, collected, and paid at the time, and in the same manner, as the other taxes of said County, shall be in addition

to all other taxes, and shall be without limitation as to time, rate, or amount, and for that purpose there is hereby levied a direct annual tax in such amount as may be found necessary each year to pay said principal of and interest on the Notes maturing in said year. Principal or interest falling due at any time when there shall be insufficient funds on hand from such tax levy for the payment thereof shall be paid from the general fund or other available funds of the County, but reimbursement therefor may be made from the taxes herein provided when the same shall have been collected. Such taxes levied and collected therefor shall be deposited in the County's debt service fund and used solely for the payment of principal of and interest on the Notes as the same shall become due.

Section 13. Approval of Director of State and Local Finance. Anything herein contained to the contrary notwithstanding, no Notes authorized under this Resolution shall be issued, sold, or delivered, unless and until such Notes shall first have been duly approved by the Director of State and Local Finance, as provided by Section 9-21-601 et. seq. Tennessee Code Annotated, as amended. The County Mayor, County Clerk, and Attorney for the County, are hereby authorized to take or cause to be taken such steps as are necessary to obtain such approval. After the issuance and sale of the Notes, and for each year that any of the Notes are outstanding, the County shall submit its annual budget to the Director of State and Local Finance for approval immediately upon the County's adoption of the budget.

Section 14. Sale of Notes. . The Notes herein authorized are authorized to be sold by the County Mayor by private negotiated sale at a price of not less than par, upon such terms and conditions as shall be agreed to by the County Mayor and the purchaser of such Notes.

Section 15. Disposition of Note Proceeds. The proceeds from the sale of the Notes shall be paid to the official of the County designated by law as the custodian of the funds thereof to be deposited in a special fund known as the "General Obligation Capital Outlay Notes Project Fund" (the "Project Fund"), which is hereby authorized to be created, to be kept separate and apart from all other funds of the County. The monies in the Project Fund shall be disbursed solely to finance the Project. Monies in the Project Fund may be invested and shall be secured in the manner prescribed by applicable statutes relative to the investment and securing of public or trust funds. Any monies remaining in the Project Fund after completion of the Project shall be transferred to the County's debt service fund and used to pay debt service on the Notes.

Section 16. Designation of Notes as Qualified Tax-Exempt Obligations. The County hereby designates the Notes as "qualified tax-exempt obligations" within the meaning and for the purpose of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended. The County reasonably anticipates that the amount of tax-exempt obligations (other than obligations described in Section 265(b)(3)(C)(ii)) which will be issued during the calendar year by the County (i) any issuer with respect to which the County is deemed to be an "on behalf of" issuer, and (ii) all subordinate entities which are treated as one issuer under Section 265(b)(3)(E) of the Code, will not exceed \$10,000,000, and not more than \$10,000,000 of obligations issued by the County (together with those issued by any other issuers that are treated as on issuer under such Section 265(b)(3)) during the 2019 calendar year will be designated as "qualified tax-exempt obligations".

Section 17. Non-Arbitrage Certification. The County certifies and covenants with the owner of the Notes that so long as the principal of any Note remains unpaid, monies on deposit in any fund or account in connection with the Notes, whether or not such monies were derived from the proceeds of the sale of the Notes or from any other source, will not be used in a manner which will cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Code, and any lawful regulations promulgated thereunder, as the same presently exist, or may from time to time hereafter be amended, supplemented or revised. The County reserves the right, however, to make any investment of such monies permitted by Tennessee law and this Resolution if, when and to the extent that said Section 148 or regulations promulgated thereunder shall be repealed or relaxed or shall be held void by final decision of a court of competent jurisdiction, but only if any investment made by virtue of such repeal, relaxation, or decision would not, in the opinion of counsel of recognized competence in such matters, result in making the interest on the Notes subject to inclusion in gross income of the owner thereof for federal income tax purposes.

The County covenants that it shall comply with Section 148(f) of the Code, unless legally exempted therefrom and it represents that in the event it shall be required by Section 148(f) of the Code to pay "Rebatable Arbitrage," as defined in the regulations promulgated under the Code, to the United States Government, it will make such payments as and when required by said Section 148(f) and will take such other actions as shall be necessary or permitted to prevent the interest on the Notes from becoming subject to inclusion in federal gross income of the owner of the Notes for purposes of federal income taxation.

Section 18. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the County and the owner of the Notes, and after the issuance of the Notes, no change, variation, or alteration of any kind in the provisions of this Resolution shall be made in any manner, until such time as all installments of the principal of and interest on the Notes shall have been paid in full or the consent of the registered owner of the Notes has been obtained; provided, however, that the County is hereby authorized to make such amendments to this Resolution as will not impair the rights or security of the owner of the Notes.

Section 19. No Action to be Taken Affecting Validity of the Notes. The County hereby covenants and agrees that it will not take any action, that would in any manner affect the validity of the Notes or limit the rights and remedies of the owner from time to time of such Notes. The County further covenants that it will not take any action that will cause the interest on the Notes to be subject to inclusion in gross income of the owner thereof for purposes of federal income taxation.

Section 20. Miscellaneous Acts. The County Mayor, the County Clerk, and all other appropriate officials of the County are hereby authorized, empowered, and directed to do any and all such acts and things, and to execute, acknowledge, and deliver all such documents, instruments, and certifications, in addition to those acts, things, documents, instruments, and certifications hereinbefore authorized and approved, as may in their discretion, be necessary or desirable to implement or comply with the intent of this Resolution; or any of the documents herein authorized and approved; or for the authorization, issuance, and delivery of the Notes.

Section 21. Failure to Present Notes. Subject to the provisions of Section 3 hereof, in the event any Note shall not be presented for payment when the principal becomes due at maturity and in the event monies sufficient to pay such Note shall be held by the Note Registrar for the benefit of the owner thereof, all liability of the County to such owner for the payment of such Note shall forthwith cease, terminate, and be completely discharged. Thereupon, the Note Registrar shall hold such monies, without liability for interest thereon, for the benefit of the owner of such Note who shall thereafter be restricted exclusively to such monies for any claim under this Resolution or on, or with respect to, said Note, subject to escheat or other similar law, and any applicable statute of limitation.

Section 22. Payments Due on Saturdays, Sundays, and Holidays. Whenever the interest on or principal of any Note is due on a Saturday or Sunday or, at the place designated for payment, a legal holiday or a day on which banking institutions are authorized by law to close, then the payment of the interest on, or the principal of, such Note need not be made on such date but must be made on the next succeeding day not a Saturday, Sunday, or a legal holiday or a day upon which banking institutions are authorized by law to close, with the same force and effect as if made on the date of maturity; and no interest shall accrue for the period after such date.

Section 23. No Recourse Under Resolution or on Notes. All stipulations, promises, agreements, and obligations of the County contained in this Resolution shall be deemed to be the stipulations, promises, agreements, and obligations of the County and not of any officer, director, or employee of the County in his or her individual capacity, and no recourse shall be had for the payment of the principal of or interest on the Notes or for any claim based thereon or under this Resolution against any officer, director, or employee of the County or against any official or individual executing the Notes.


Section 24. Severability. If any section, paragraph, or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions hereof.

Section 25. Repeal of Conflicting Resolutions and Effective Date. All resolutions and orders, or parts thereof, in conflict with the provisions of this Resolution, are, to the extent of such conflict, hereby repealed, and this Resolution shall be in effect as of the date of its adoption the welfare of the County requiring it.


BE IT FURTHER RESOLVED, that this resolution shall be spread upon the minutes of the Board of County Commissioners and that all resolutions of the Board of County Commissioners of Weakley County, Tennessee, which are in conflict with this resolution are hereby repealed.

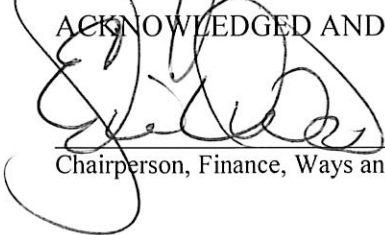
Pursuant to the Rules of the Commission, This Resolution Is Sponsored By The Following Members Of The Weakley County Board of County Commissioners:

SPONSORED BY:



SPONSORED BY:



ACKNOWLEDGED AND APPROVED


Chairperson, Finance, Ways and Means Committee

Motion made by Commissioner Donaldson that the foregoing resolution be adopted:

Motion seconded by Commissioner Doster.

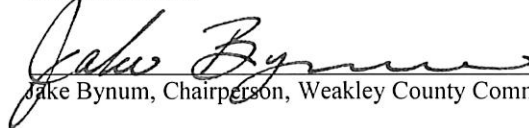
Upon being put to a voice vote, motion carried by a vote of
17 Yeas, 0 Nays, 0 Passed and 1 Absent.

ATTESTED:



Kim Hughey, County Clerk

APPROVED:



Jake Bynum, Chairperson, Weakley County Commission

This is the 18th Day of March, 2019.

STATE OF TENNESSEE)
COUNTY OF WEAKLEY)

I, Kimberley D. Hughey, hereby certify that I am the duly qualified and acting County Clerk of Weakley County, Tennessee (the "County"), and, as such official, I further certify as follows: (1) that attached hereto is a copy of a resolution excerpted from the minutes of the meeting of the Board of Commissioners of said County held on March ____, 2019; (2) that I have compared said copy with the original minute record of said meeting in my official custody; (3) that said copy is a true, correct, and complete copy of such resolution authorizing the issuance of not to exceed \$450,000 General Obligation Capital Outlay Notes, Series 2019, by said County; (4) that the actions by said Board of Commissioners including the aforementioned, at said meeting were promptly and duly recorded by me in a book kept for such purpose; and, (5) that a quorum of the members of said Board of Commissioners was present and acting throughout said meeting.

WITNESS my official signature and the seal of said County this _____ day of March, 2019.

Weakley County Clerk

(SEAL)

FORM OF NOTE ---- EXHIBIT "A"

Registered
No. _____

Registered
\$ _____

UNITED STATES OF AMERICA
STATE OF TENNESSEE
WEAKLEY COUNTY
GENERAL OBLIGATION CAPITAL OUTLAY NOTE,
SERIES 2019

Interest Rate:

Maturity Date:

Dated Date:

Registered Owner:

Principal Amount:

WEAKLEY COUNTY, TENNESSEE (the "County"), lawfully organized and existing under the laws of the State of Tennessee, for value received, hereby acknowledges itself indebted and promises to pay, as hereinafter set forth, in the manner hereinafter provided, to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, upon the presentation and surrender hereof at the office of the County Clerk, Weakley County Courthouse, Dresden, Tennessee, or its successor as registrar and paying agent (the "Note Registrar"), the Principal Amount identified above, and to pay interest on said Principal Amount from the date hereof, or such later date as to which interest has been paid, to the Maturity Date, semiannually on _____ and _____ of each year, commencing _____, 2019, at the Interest Rate per annum set forth above, by check, draft, or warrant to the Registered Owner hereof at the address shown on the registration books of the Note Registrar on the fifteenth (15th) calendar day next preceding an interest payment date, in any coin or currency of the United States of America which on the date of payment thereof is legal tender for the payment of public and private debts.

In the event that any amount payable hereunder as interest shall at any time exceed the rate of interest lawfully chargeable on this note under applicable law, any such excess shall, to the extent of such excess, be applied against the principal hereof as a prepayment thereof without penalty, and such excess shall not be considered to be interest. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each.

The principal hereof and interest hereon shall bear interest from and after their respective due dates (whether by acceleration, demand, or otherwise) at the same rate of interest payable on the principal hereof.

Section 9-21-117, Tennessee Code Annotated, as amended, provides that this Note and the income therefrom are exempt from all state, county, and municipal taxation in the State of Tennessee, except inheritance, estate, and transfer taxes and except as otherwise provided in said Code.

This Note is one of a series of notes known as "General Obligation Capital Outlay Notes, Series 2019" (the "Notes"), issued by the County in the aggregate principal amount of \$450,000. The Notes which are issued for the purpose of financing certain public works projects, consisting of improvements to County roads, the acquisition of all other property real and personal appurtenant thereto and connected with such work, and to pay all legal, fiscal, administrative, and engineering costs incident thereto, are authorized by an appropriate resolution of the Board of Commissioners and particularly that certain Resolution of the Board of Commissioners adopted on March __, 2019, as such resolution may be from time to time amended or supplemented in accordance with its terms (such resolution, as so amended or supplemented, being herein

called, the "Resolution"), and are issued pursuant to, and in full compliance with, the Constitution and the statutes of the State of Tennessee, including, but not limited to, Title 9, Chapter 21, Tennessee Code Annotated, as amended (the "Act"). Copies of the Resolution are on file at the office of the County Clerk of the County, and reference is hereby made to the Resolution and the Act, for a more complete statement of the terms and conditions upon which the Notes are issued thereunder, the rights, duties, immunities, and obligations of the County, and the rights of the Registered Owner hereof.

This Note and interest hereon is payable from funds of the County legally available therefor and to the extent necessary from ad valorem taxes to be levied on all taxable property in the County without limitation as to time, rate, or amount. For the prompt payment of this Note, both principal and interest, as the same shall become due, the full faith and credit of the County are hereby irrevocably pledged.

The County has designated the Notes as "qualified tax-exempt obligations" pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Note is transferable by the Registered Owner hereof in person or by his, her, or its attorney or legal representative at the office of the Note Registrar, but only in the manner and subject to the limitations and conditions provided in the Resolution and upon surrender and cancellation of this Note. Upon any such transfer, the County shall execute, and the Note Registrar shall authenticate and deliver in exchange for this Note, a new fully registered note or notes, registered in the name of the transferee, in authorized denominations, in an aggregate principal amount equal to the principal amount of this Note, of the same maturity and bearing interest at the same rate. For every transfer of notes, whether temporary or definitive, the County and the Note Registrar may make a charge, unless otherwise herein to the contrary expressly provided, sufficient to pay for any tax, fee, or other governmental charge required to be paid with respect to such transfer, all of which taxes, fees, or other governmental charges shall be paid to the County by the person or entity requesting such transfer as a condition precedent to the exercise of the privilege of making such transfer.

The County and the Note Registrar may deem and treat the person or entity in whose name this Note is registered as the absolute owner hereof, whether such note shall be overdue or not, for the purpose of making payment of the principal of and interest on, this Note and for all other purposes. All such payments so made shall be valid and effectual to satisfy and discharge the liability upon this Note to the extent of the sum or sums so paid, and neither the County nor the Note Registrar shall be affected by any notice to the contrary.

The Notes are issuable only as fully registered Notes, without coupons, in minimum denominations of \$5,000. At the office of the Note Registrar, in the manner and subject to the limitations, conditions, and charges provided in the Resolution, fully registered Notes may be exchanged for an equal aggregate principal amount of fully registered Notes of the same maturity, of authorized denominations, and bearing interest at the same rate.

The Note shall be subject to redemption, in whole, prior to maturity, at the option of the County, upon fifteen (15) calendar days written notice to the Registered Owner, at the price of par plus accrued interest to the date of redemption. Provided, further, the County may pay, from time to time, additional principal payments, after giving fifteen (15) calendar day's written notice to the Registered Owner of such intent to pay additional principal.

This Note shall have all the qualities and incidents of, and shall be, a negotiable instrument under, the Uniform Commercial Code of the State of Tennessee, subject only to provisions respecting registration of such note. This Note is issued with the intent that the laws of the State of Tennessee shall govern its construction.

It is hereby certified, recited, and declared that all acts and conditions required to be done and to exist precedent to the issuance of, this Note in order to make this Note a legal, valid, and binding obligation of the County, have been done, and did exist in due time and form as required by the Constitution and statutes of the State of Tennessee; and that this Note and the issue of which it is a part, together with all other indebtedness of such County, does not exceed any limitation prescribed by the Constitution or statutes of the State of Tennessee.

IN WITNESS WHEREOF, THE BOARD OF COMMISSIONERS OF WEAKLEY COUNTY, TENNESSEE, has caused this Note to be signed by the manual or facsimile signatures of the County Mayor and the County Clerk and its official seal, or a facsimile thereof, to be impressed or imprinted hereon, all as of _____, 2019.