

A RESOLUTION AUTHORIZING THE ISSUANCE OF SCHOOL BONDS, SERIES 1994, IN THE AGGREGATE PRINCIPAL AMOUNT OF SIXTEEN MILLION FOUR HUNDRED THOUSAND DOLLARS (\$16,400,000) OF WEAKLEY COUNTY, TENNESSEE; MAKING PROVISION FOR THE ISSUANCE, SALE AND PAYMENT OF SAID BONDS; ESTABLISHING THE TERMS THEREOF AND THE DISPOSITION OF PROCEEDS THEREFROM; AND PROVIDING FOR THE LEVY OF TAX FOR THE PAYMENT OF PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS AND AUTHORIZING THE ISSUANCE, SALE AND PAYMENT OF BOND ANTICIPATION NOTES PENDING THE ISSUANCE OF THE BONDS.

WHEREAS, by Sections 49-3-1001 to 49-3-1008, inclusive, Tennessee Code Annotated, counties in Tennessee are authorized through their respective governing bodies to issue and sell bonds of said counties for school purposes; and

WHEREAS, the Board of County Commissioners of Weakley County, Tennessee (the "County"), has heretofore determined that it is necessary and advisable to issue \$16,400,000 in aggregate principal amount of general obligation bonds for the purpose of providing funds to finance the purchase of property for school purposes, purchase of sites for school buildings and facilities, and erecting, repairing, furnishing and equipping of and making additions and improvements to school buildings and facilities in and for the County; and

WHEREAS, it is the intention of the Board of County Commissioners to adopt this resolution for the purpose of authorizing \$16,400,000 in aggregate principal amount of said bonds, providing for the issuance, sale and payment of said bonds, establishing the terms thereof, and the disposition of proceeds therefrom, and providing for the levy of a tax for the payment of principal thereof and premium, if any, and interest thereon.

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

Section 1. Authority. The bonds authorized by this resolution are issued pursuant to Sections 49-3-1001 to 49-3-1008, inclusive, Tennessee Code Annotated, and other applicable provisions of law.

Section 2. Definitions. The following terms shall have the following meanings in this resolution unless the text expressly or by necessary implication requires otherwise:

(a) "the Bonds" shall mean the \$16,400,000 School Bonds, Series 1994, of the County, to be dated May 1, 1994, as such date and series designation may be modified pursuant to Section 7 hereof;

(b) "the Code" shall mean the Internal Revenue Code of 1986, as amended, and all regulations promulgated thereunder;

(c) "the County" shall mean Weakley County, Tennessee;

(d) "the Governing Body" shall mean the Board of County Commissioners of the County;

(e) "the Project" shall mean the purchase of property for school purposes, purchase of sites for school buildings and facilities, and erecting, repairing, furnishing and equipping of and making additions and improvements to school buildings and facilities in and for said County; and

(f) "the Registration Agent" shall mean NationsBank of Tennessee, N.A., Nashville, Tennessee, or any successor designated by the Governing Body.

Section 3. Authorization and Terms of the Bonds. For the purpose of providing funds to finance the cost of construction of the Project, including the payment of legal, fiscal, administrative and engineering costs incident thereto and incident to the issuance and sale of the Bonds as more fully set forth in Section 7 hereof, there is hereby authorized to be issued general obligation bonds of the County in the aggregate principal amount of \$16,400,000. The Bonds shall be issued in fully registered form, without coupons, shall be known as "School Bonds, Series 1994", and shall be dated May 1, 1994, as such date and series designation may be modified pursuant to Section 7 hereof. The Bonds shall bear interest at a rate or rates not to exceed seven and three-quarter percent (7-3/4%) per annum, payable semi-annually on May 1 and November 1 in each year commencing November 1, 1994. The Bonds shall be issued initially in \$5,000 denominations, or integral multiples thereof, as shall be requested by the purchaser thereof. The Bonds shall mature serially and be payable on May 1 of each year as follows:

<u>Years</u>	<u>Amount</u>
1995	\$ 170,000
1996	195,000
1997	225,000
1998	255,000
1999	735,000
2000	795,000
2001	1,015,000
2002	1,070,000
2003	1,150,000
2004	1,215,000
2005	1,310,000
2006	1,405,000
2007	1,525,000
2008	1,645,000
2009	1,775,000
2010	1,915,000

Bonds maturing May 1, 1995 through May 1, 2004 shall mature without option of prior redemption. Bonds maturing on May 1, 2005 and thereafter shall be subject to redemption prior to maturity at the option of the County on or after May 1, 2004, as a whole or in part at any time at the prices set forth below (expressed as percentages of principal amount) plus interest accrued to the redemption date:

<u>Redemption Date</u> <u>(dates inclusive)</u>	<u>Redemption</u> <u>Price</u>
May 1, 2004 through April 30, 2005	101%
May 1, 2005 and thereafter	100%

If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be designated by the Governing Body of the County, in its discretion, and, if less than all of the Bonds of a maturity shall be called for redemption, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent shall select.

Notice of call for redemption shall be given by the Registration Agent on behalf of the County not less than thirty (30) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class or certified mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for redemption of any of the Bonds for which

proper notice was given. The Registration Agent shall mail said notices as and when directed by the County pursuant to written instructions from an authorized representative of the County given at least forty-five (45) days prior to the redemption date (unless a shorter notice period shall be satisfactory to the Registration Agent). From and after the redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth herein.

The County hereby appoints the Registration Agent as registration agent and paying agent with respect to the Bonds and authorizes and directs the Registration Agent to maintain Bond registration records with respect to the Bonds, to authenticate and deliver the Bonds as provided herein, either at original issuance, upon transfer, or as otherwise directed by the County, to effect transfers of the Bonds, to give all notices of redemption as required herein, to make all payments of principal and interest with respect to the Bonds as provided herein, to cancel and destroy Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer, to furnish the County at least annually a certificate of destruction with respect to Bonds canceled and destroyed, and to furnish the County at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds. The County Executive is hereby authorized to execute and the County Clerk is hereby authorized to attest such written agreement between the County and the Registration Agent as they shall deem necessary or proper with respect to the obligations, duties and rights of the Registration Agent. The payment of all reasonable fees and expenses of the Registration Agent for the discharge of its duties and obligations hereunder or under any such agreement is hereby authorized and directed.

The Bonds shall be payable, principal, premium, if any, and interest, in lawful money of the United States of America at the principal corporate trust office of the Registration Agent. The Registration Agent shall make all interest payments with respect to the Bonds on each interest payment date directly to the registered owners as shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by check or draft mailed to such owners at their addresses shown on said Bond registration records, without, except for final payment, the presentation or surrender of such registered Bonds, and all such payments shall discharge the obligations of the County in respect of such Bonds to the extent of the payments so made. Payment of principal of and premium, if any, on the Bonds shall be made upon presentation and surrender of such Bonds to the Registration Agent as the same shall become due and payable.

Any interest on any Bond which is payable but is not punctually paid or duly provided for on any interest payment date (hereinafter "Defaulted Interest") shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such Defaulted Interest shall be paid by the County to the persons in whose names the Bonds are registered at the close of business on a date (the "Special Record Date") for the payment of such Defaulted Interest, which shall be fixed in the following manner: the County shall notify the Registration Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment, and at the same time the County shall deposit with the Registration Agent an amount of money equal to the aggregate amount proposed to be Paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Registration Agent for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the persons entitled to such Defaulted Interest as in this Section provided. Thereupon, not less than ten (10) days after the receipt by the Registration Agent of the notice of the proposed payment, the Registration Agent shall fix a Special Record Date for the payment of such Defaulted Interest which Date shall be not more than fifteen (15) nor less than ten (10) days prior to the date of the proposed payment to the registered owners. The Registration Agent shall promptly notify the County of such Special Record Date and, in the name and at the expense of the County, not less than ten (10) days prior to such Special Record Date, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first class postage prepaid, to each registered owner at the address thereof as it appears in the Bond registration records maintained by the Registration Agent as of the date of such notice. Nothing contained in this Section or in the Bonds shall impair any statutory or other rights in law or in equity of any registered owner arising as a result of the failure of the County to punctually pay or duly provide for the payment of principal of, premium, if any. and interest on the Bonds when due.

The Bonds are transferable only by presentation to the Registration Agent by the registered owner, or his legal representative duly authorized in writing, of the registered Bond(s) to be transferred with the form of assignment on the reverse side thereof completed in full and signed with the name of the registered owner as it appears upon the face of the Bond(s) accompanied by appropriate documentation necessary to prove the legal capacity of any legal representative of the registered owner. Upon receipt of the Bond(s) in such form and with such documentation, if any, the Registration Agent shall issue a new Bond or Bonds to the assignee(s) in \$5,000 denominations, or integral multiples thereof, as requested by the registered owner requesting transfer. The Registration Agent

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

The Bonds shall be signed by the County Executive and attested by the County Clerk by their respective facsimile signatures, and shall have imprinted thereon a facsimile of the corporate seal of the County.

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

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

the issue of such new Bond an amount sufficient to reimburse the County for the expense incurred by it in the issue thereof.

Section 4. Source of Payment. The Bonds shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the corporate limits of the County. For the prompt payment of principal of, premium, if any, and interest on the Bonds, the full faith and credit of the County are hereby irrevocably pledged.

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

(Form of Face of Bond)

REGISTERED
Number _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF TENNESSEE
COUNTY OF WEAKLEY
SCHOOL BOND, SERIES 1994

Interest Rate: ___ Maturity Date: ___ Date of Bond: CUSIP No.: ___

Registered Owner:
Principal Amount:

KNOW ALL MEN BY THESE PRESENTS: That Weakley County, Tennessee (the "County"), for value received hereby promises to pay to the registered owner hereof, hereinabove named, or registered assigns, in the manner hereinafter provided, the principal amount hereinabove set forth on the maturity date hereinabove set forth, and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on said principal amount at the annual rate of interest hereinabove set forth from the date hereof until said maturity date, said interest being payable on November 1, 1994, and semi-annually thereafter on the first day of May and November in each year until this Bond matures or is redeemed. Both principal hereof and interest hereon are payable in lawful money of the United States of America by check or draft at the principal corporate trust office of NationsBank of Tennessee, N.A., Nashville, Tennessee, as registration agent and paying agent (the "Registration Agent"). The Registration Agent shall make all interest payments with respect to this Bond on each interest payment date directly to the registered owner hereof shown on the bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by check or

draft mailed to such owner at such owner's address shown on said bond registration records, without, except for final payment, the presentation or surrender of this Bond, and all such payments shall discharge the obligations of the County to the extent of the payments so made. Any such interest not so punctually paid or duly provided for on any interest payment date shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such defaulted interest shall be payable to the person in whose name this Bond is registered at the close of business on the date (the "Special Record Date") for payment of such defaulted interest to be fixed by the Registration Agent, notice of which shall be given to the owners of the Bonds of the issue of which this Bond is one not less than ten (10) days prior to such Special Record Date. Payment of principal of and premium, if any, on this Bond shall be made when due upon presentation and surrender of this Bond to the Registration Agent.

Reference is hereby made to the further provisions of this Bond set forth on the reverse side hereof and such further provisions shall for all purposes have the same effect as if set forth on the front side hereof.

It is hereby certified, recited, and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond exist, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other indebtedness of the County, does not exceed any limitation prescribed by the constitution and statutes of the State of Tennessee.

IN WITNESS WHEREOF, the County has caused this Bond to be signed by its County Executive with his facsimile signature and attested by its County Clerk with her facsimile signature under a facsimile of the corporate seal of the County, all as of the date hereinabove set forth.

WEAKLEY COUNTY

BY: _____ (Facsimile)
County Executive

(FACSIMILE SEAL)

ATTESTED:

(Facsimile)
County Clerk

Transferable and payable at the principal
corporate trust office of: NationsBank of Tennessee, N.A.
Nashville, Tennessee

Date of Registration: _____

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

NATIONSBANK OF TENNESSEE, N.A.
Registration Agent

By: _____
Authorized Officer

(Form of Reverse Side of Bond)

Bonds of the issue of which this Bond is one maturing May 1,
1995 through May 1, 2004 shall mature without option of prior
redemption. Bonds maturing on May 1, 2005 and thereafter shall
be subject to redemption prior to maturity at the option of the
County on or after May 1, 2004, as a whole or in part at any time
at the prices set forth below (expressed as percentages of
principal amount) plus interest accrued to the redemption date:

<u>Redemption Date</u> <u>(dates inclusive)</u>	<u>Redemption</u> <u>Price</u>
May 1, 2004 through April 30, 2005	101%
May 1, 2005 and thereafter	100%

If less than all the Bonds shall be called for redemption, the
maturities to be redeemed shall be designated by the Board of
County Commissioners of the County, in its discretion, and, if
less than all of the Bonds of a maturity shall be called for
redemption, the Bonds within the maturity to be redeemed shall be
selected by the Registration Agent by lot.

Notice of call for redemption shall be given by the
Registration Agent not less than thirty (30) nor more than sixty
(60) days prior to the date fixed for redemption by sending an
appropriate notice to the registered owners of the Bonds to be
redeemed by first-class mail, postage prepaid, at the addresses
shown on the bond registration records of the Registration Agent
as of the date of the notice; but neither failure to mail such
notice nor any defect in any such notice so mailed shall affect
the sufficiency of the proceedings for the redemption of any of
the Bonds for which proper notice was given. From and after any
redemption date, all Bonds called for redemption shall cease to

bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth herein.

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

This Bond is one of a total authorized issue aggregating \$ _____ and issued by the County for the purpose of providing funds to finance the purchase of property for school purposes, purchase of sites for school buildings and facilities, and erecting, repairing, furnishing and equipping of and making additions and improvements to school buildings and facilities in and for the County, [and to retire the County's outstanding School Bond Anticipation Note, dated _____] under and in full compliance with the constitution and statutes of the State of Tennessee, including Sections 49-3-1001 through 49-3-1008, et seq., Tennessee Code Annotated, and pursuant to a resolution duly adopted by the Board of County Commissioners of the County on the twenty-fifth day of April, 1994 (the "Resolution").

This Bond is payable from unlimited ad valorem taxes to be levied on all taxable property within the County. For the prompt payment of principal of, premium, if any, and interest on this Bond, the full faith and credit of the County are irrevocably pledged. For a more complete statement of the general covenants and provisions pursuant to which this Bond is issued, reference is hereby made to said Resolution.

This Bond and the income therefrom are exempt from all present state, county and municipal taxes in Tennessee except (a) inheritance, transfer and estate taxes, (b) Tennessee excise taxes on interest on the Bond during the period the Bond is held or beneficially owned by a corporation, bank, savings and loan association or any other business entity described in Section 67-4-806, Tennessee Code Annotated, and (c) Tennessee franchise taxes by reason of the inclusion of the book value of the Bond in the Tennessee franchise tax base of any corporation, bank, savings and loan association or other business entity described in Section 67-4-903, Tennessee Code Annotated.

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns, and transfers unto _____, whose address is _____ (Please insert Federal Identification or Social Security Number of Assignee _____), the within bond of _____ County, Tennessee, and does hereby irrevocably constitute and appoint _____, attorney, to transfer the said bond on the records kept for registration thereof with full power of substitution in the premises.

Dated: _____

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

Signature guaranteed:

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

Section 6. Levy of Tax. The County, through its Governing Body, shall annually levy and collect a tax upon all taxable property within the County, in addition to all other taxes authorized by law, sufficient to pay principal of, premium, if any, and interest on the Bonds when due, and for that purpose there is hereby levied a direct annual tax in such amount as may be found necessary each year to pay principal, premium, if any, and interest coming due on the Bonds in said year. Principal, premium, if any, and interest falling due at any time when there

are insufficient funds from this tax levy on hand shall be paid from the current funds of the County and reimbursement therefor shall be made out of the taxes hereby provided to be levied when the same shall have been collected. The tax herein provided may be reduced to the extent of direct appropriations from the general funds of the County to the payment of debt service on the Bonds.

Section 7. Sale of Bonds. The Bonds shall be offered for public sale as required by law at a price of not less than ninety-eight percent (98%) of par and accrued interest, as a whole or in part from time to time as shall be determined by the County Executive. The County Executive is authorized to issue the Bonds in one or more emissions, and if sold in more than one emission, the County Executive is authorized to date the emissions on separate dates, adjust the maturity schedule to provide for the payment of the series of bonds of each emission on separate dates corresponding to the dated dates, adjust the redemption schedules to correspond to the payment dates, change or modify the series designation, to increase or decrease the principal amounts for any maturity, and make such other adjustments as he shall deem necessary to market each emission, provided the total amount of Bonds to be issued does not exceed the total amount authorized in Section 3 hereof and the redemption dates are not extended beyond the calendar years set forth in Section 3 hereof. If the changes above described are made, the Bond form set forth in Section 5 hereof shall be adjusted accordingly. The County Executive is further authorized to sell the Bonds with sooner redemption dates as he shall deem advantageous to the County. No Bonds shall be sold at an interest rate exceeding seven and three-quarter percent (7-3/4%) per annum. The County Executive is authorized to award the Bonds, or any emission, to the bidder whose bid results in the lowest interest cost to the County, provided the rate on none of the Bonds exceeds seven and three-quarter percent (7-3/4%) per annum. The award of the Bonds by the County Executive to the lowest bidder shall be binding on the County, and no further action by the Governing Body with respect thereto shall be required. The County Executive is hereby authorized to enter into a contract with J. C. Bradford & Co., Nashville, Tennessee, for financial advisory services in connection with the sale of the Bonds. The County Executive and County Clerk, or either of them, are authorized to cause the Bonds to be authenticated and delivered by the Registration Agent to the successful bidder and to execute, publish, and deliver all certificates and documents, including an official statement and closing certificates, as they shall deem necessary in connection with the sale and delivery of the Bonds.

Section 8. Disposition of Bond Proceeds. From the proceeds of the sale of the Bonds, all accrued interest shall be deposited to the appropriate fund of the County to be used to pay interest

on the Bonds on the first interest payment date following delivery of the Bonds.

The remainder of the proceeds of the sale of the Bonds shall be paid to the County Trustee to be deposited with a financial institution regulated by the Federal Deposit Insurance Corporation or similar federal agency in a special fund known as the "School Construction Fund" (the "Construction Fund") to be kept separate and apart from all other funds of the County. The funds in the Construction Fund shall be disbursed solely to pay the costs of the Project and issuance of the Bonds, including necessary legal, accounting, engineering, architectural and fiscal expenses, printing, engraving, advertising and similar expenses, administrative and clerical costs, rating agency fees, Registration Agent fees, Bond insurance premiums (if any) and other necessary miscellaneous expenses incurred in connection with the Project and the issuance and sale of the Bonds and to retire the any outstanding bond anticipation notes authorized to be issued hereunder. Money in the Construction Fund shall be secured in the manner prescribed by applicable statutes relative to the securing of public or trust funds, if any, or, in the absence of such a statute, by a pledge of readily marketable securities having at all times a market value of not less than the amount in said Construction Fund. Money in the Construction Fund shall be expended only for the purposes authorized by this resolution. Any funds remaining in the Construction Fund after completion of the Project and payment of authorized expenses shall be used to pay principal of, premium, if any, and interest on the Bonds. Moneys in the Construction Fund shall be invested as directed by the County Trustee in such investments as shall be permitted by applicable law. Any investment earnings in the Construction Fund shall be retained in the Construction Fund to pay Project costs or, at the direction of the County Executive, may be transferred to the County's debt service fund to pay principal, premium, if any, and interest on the Bonds.

Section 9. Official Statement. The County Executive, working with J. C. Bradford & Co., the County's financial advisor, is hereby authorized and directed to provide for the preparation and distribution of a Preliminary Official Statement describing the Bonds. After bids have been received and the Bonds have been awarded, the County Executive shall make such completions, omissions, insertions and changes in the Preliminary Official Statement not inconsistent with this resolution as are necessary or desirable to complete it as a final Official Statement for purposes of Rule 15c2-12(e)(3) of the Securities and Exchange Commission. The County Executive shall arrange for the delivery to the successful bidder on the Bonds of a reasonable number of copies of the Official Statement within seven business days after the Bonds have been awarded for delivery, by the successful bidder on the Bonds, to each potential investor requesting a copy of the Official Statement

and to each person to whom such bidder and members of his bidding group initially sell the Bonds.

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

Section 10. Arbitrage. The County recognizes that the purchasers and owners of the Bonds will have accepted them on, and paid therefor a price that reflects, the understanding that interest thereon is excludable from gross income for purposes of federal income taxation under laws in force on the date of delivery of the Bonds. In this connection, the County agrees that it shall take no action which may cause the interest on any of said Bonds to be included in gross income for federal income taxation. It is the reasonable expectation of the Governing Body of the County that the proceeds of the Bonds will not be used in a manner which will cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code, and to this end the said proceeds of the Bonds and other related funds established for the purposes herein set out shall be used and spent expeditiously for the purposes described herein. The Governing Body further covenants and represents that in the event it shall be required by Section 148(f) of the Code to pay any investment proceeds of the Bonds 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 Bonds from being included in gross income for federal income tax purposes. The County Executive and County Clerk, or either of them, are authorized and directed to make such certifications in this regard in connection with the sale of the Bonds as either or both shall deem appropriate, and such certifications shall constitute a representation and certification of the County.

Section 11. Discharge and Satisfaction of Bonds. If the County shall pay and discharge the indebtedness evidenced by any of the Bonds in any one or more of the following ways, to wit:

(a) By paying or causing to be paid, by deposit of sufficient funds as and when required with the Registration Agent, the principal of and interest on such Bonds as and when the same become due and payable;

(b) By depositing or causing to be deposited with any trust company or financial institution whose deposits are insured by the Federal Deposit Insurance Corporation or similar federal agency and which has trust powers ("an Agent"; which Agent may be the Registration Agent) in trust or escrow, on or before the date of maturity or redemption, sufficient money or Federal Obligations, as hereafter defined, the principal of and interest on which, when due and payable, will provide sufficient moneys to pay or redeem such Bonds and to pay premium, if any, and interest thereon when due until the maturity or redemption date (provided, if such Bonds are to be redeemed prior to maturity thereof, proper notice of such redemption shall have been given or adequate provision shall have been made for the giving of such notice);

(c) By delivering such Bonds to the Registration Agent, for cancellation by it;

and if the County shall also pay or cause to be paid all other sums payable hereunder by the County with respect to such Bonds, or make adequate provision therefor, and by resolution of the Governing Body instruct any such Escrow Agent to pay amounts when and as required to the Registration Agent for the payment of principal of and interest and redemption premiums, if any, on such Bonds when due, then and in that case the indebtedness evidenced by such Bonds shall be discharged and satisfied and all covenants, agreements and obligations of the County to the holders of such Bonds shall be fully discharged and satisfied and shall thereupon cease, terminate and become void.

If the County shall pay and discharge the indebtedness evidenced by any of the Bonds in the manner provided in either clause (a) or clause (b) above, then the registered owners thereof shall thereafter be entitled only to payment out of the money or Federal Obligations deposited as aforesaid.

Except as otherwise provided in this Section, neither Federal Obligations nor moneys deposited with the Registration Agent pursuant to this Section nor principal or interest payments on any such Federal Obligations shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal and premium, if any, and interest on said Bonds; provided that any cash received from such principal or interest payments on such Federal Obligations deposited with the Registration Agent, (A) to the extent such cash will not be required at any time for such purpose, shall be paid over to the County as received by the Registration Agent and (B) to the extent such cash will be required for such purpose at a later date, shall, to the extent practicable, be reinvested in Federal Obligations maturing at times and in amounts sufficient to pay when due the principal and premium, if any, and interest to become due on said Bonds on or prior to such redemption date or

maturity date thereof, as the case may be, and interest earned from such reinvestments shall be paid over to the County, as received by the Registration Agent. For the purposes of this Section, Federal Obligations shall mean direct obligations of, or obligations, the principal and interest on which are guaranteed by, the United States of America, or any agency thereof, obligations of any agency or instrumentality of the United States or any other obligations at the time of the purchase thereof are permitted investments under Tennessee Law for the purposes described in this Section, which bonds or other obligations shall not be subject to redemption prior to their maturity other than at the option of the registered owner thereof.

Section 12. Bond Anticipation Notes. Pending the issuance, sale, preparation and delivery of the Bonds, or any emission thereof, the County is authorized to issue interest bearing bond anticipation notes in an aggregate principal amount not to exceed the principal amount of the Bonds (the "Notes"). The Notes shall be issued in fully registered form, without coupons, shall be known as "School Bond Anticipation Notes, Series _____", shall be dated the date of delivery and shall mature one year from the dated date. The Notes shall bear interest at a rate not to exceed seven and three-quarter percent (7-3/4%) per annum, payable semi-annually on the date which is six (6) months from the dated date and on the maturity date, unless sooner redeemed.

The Notes are subject to redemption prior to maturity at the option of the County as a whole, or in part, six (6) months from the dated date or at any time thereafter at a price of par plus accrued interest to the redemption date; provided, the County Executive is authorized to issue the Notes with a shorter par call.

Unless waived by the owners of the Notes, notice of call for redemption shall be given by the Registration Agent on behalf of the County not less than thirty (30) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Notes to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for redemption of any of the Notes for which proper notice was given. The Registration Agent shall mail said notices as and when directed by the County pursuant to written instructions from an authorized representative of the County given at least forty-five (45) days prior to the redemption date (unless a shorter notice period shall be satisfactory to the Registration Agent). From and after the redemption date, all Notes called for redemption shall cease to bear interest if funds are available at the office of the

Registration Agent for the payment thereof and if notice has been duly provided as set forth herein.

The Notes shall be issued and be subject to such terms of transfer, payment, execution, delivery and destruction as set forth in Section 3 hereof for the Bonds.

The Notes shall be payable primarily from the proceeds of the sale of the Bonds or any emission thereof, and, in the event of a deficiency in such proceeds, from unlimited ad valorem taxes to be levied on all taxable property within the taxable limits of the County. For the prompt payment of principal of and interest on the Notes, the full faith and credit of the County is hereby irrevocably pledged.

The Notes shall be substantially in the following form, the omissions to be appropriately completed when the Notes are prepared and delivered.

(Form of Note)
REGISTERED

Number _____ \$ _____

UNITED STATES OF AMERICA
STATE OF TENNESSEE
COUNTY OF WEAKLEY
SCHOOL CAPITAL OUTLAY NOTE, SERIES _____

Interest Rate: Maturity Date: Date of Note: CUSIP No.:

Registered Owner:
Principal Amount:

KNOW ALL MEN BY THESE PRESENTS: That Weakley County, Tennessee (the "County"), for value received hereby promises to pay to the registered owner hereof, hereinabove named, or registered assigns, in the manner hereinafter provided, the principal amount hereinabove set forth on the maturity date hereinabove set forth, and to pay interest (computed on the basis of a 360 day year of twelve 30 day months) on said principal amount at the rate of interest hereinabove set forth from the date hereof until this Note matures or is redeemed, said interest being payable on _____, _____, and at maturity unless earlier redeemed. Both principal hereof and interest hereon are payable in lawful money of the United States of America by check or draft at the principal corporate trust office of NationsBank of Tennessee, N.A., Nashville, Tennessee, as registration and paying agent (the "Registration Agent"). The Registration Agent shall make all interest payments with respect to this Note on each interest payment date directly to the registered owner hereof shown on the note registration records maintained by the

Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by check or draft mailed to such owner at such owner's address shown on said note registration records, without, except for final payment, the presentation or surrender of this Note, and all such payments shall discharge the obligations of the County to the extent of the payments so made. Any such interest not so punctually paid or duly provided for on any interest payment date shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such defaulted interest shall be payable to the person in whose name this Note is registered at the close of business on the date (the "Special Record Date") for payment of such defaulted interest to be fixed by the Registration Agent, notice of which shall be given to the owners of the Notes of the issue of which this Note is one not less than ten (10) days prior to such Special Record Date. Payment of principal hereof shall be made upon presentation and surrender of this Note to the Registration Agent when due.

Reference is hereby made to the further provisions of this Note set forth on the reverse side hereof and such further provisions shall for all purposes have the same effect as if set forth on the front side hereof.

It is hereby certified, recited, and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Note exist, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Note does not exceed any limitation prescribed by the constitution and statutes of the State of Tennessee.

IN WITNESS WHEREOF, Weakley County, Tennessee, has caused this Note to be signed by its County Executive with his facsimile signature and attested by its County Clerk with her facsimile signature under a facsimile of the corporate seal of the County, all as of the day and date hereinabove set forth.

WEAKLEY COUNTY

BY: _____
County Executive

(FACSIMILE SEAL)

ATTESTED:

County Clerk

Transferable and payable at the
principal corporate trust office of: NationsBank of Tennessee,
N.A.
Nashville, Tennessee

Date of Registration: _____

This Note is one of the issue of notes issued pursuant to
the Resolution hereinabove described.

NATIONS BANK OF TENNESSEE, N.A.
Registration Agent

By: _____
Authorized Officer

(Form of Reverse Side of Note)

Notes of the issue of which this Note is one are subject to
redemption prior to maturity at the option of the County as a
whole, or in part, _____ (____) months from the dated date or at
any time thereafter at a price of par plus accrued interest to
the redemption date.

Unless waived by the owners of the Notes, notice of call for
redemption shall be given by the Registration Agent on behalf of
the County not less than thirty (30) nor more than sixty (60)
days prior to the date fixed for redemption by sending an
appropriate notice to the registered owners of the Notes to be
redeemed by first-class mail, postage prepaid, at the addresses
shown on the Bond registration records of the Registration Agent
as of the date of the notice; but neither failure to mail such
notice nor any defect in any such notice so mailed shall affect
the sufficiency of the proceedings for redemption of any of the
Notes for which proper notice was given. From and after the
redemption date, all Notes called for redemption shall cease to
bear interest if funds are available at the office of the

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Registration Agent for the payment thereof and if notice has been duly provided as set forth herein.

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

This Note is one of a total authorized issue aggregating \$ _____ and issued by the County for the purpose of providing funds to finance the purchase of property for school purposes, purchase of sites for school buildings and facilities, and erecting, repairing, furnishing and equipping of school buildings and facilities in and for said County, under and in full compliance with the constitution and statutes of the State of Tennessee, including Sections 9-21-101 et seq., and 49-3-1001 through 1007, Tennessee Code Annotated, and pursuant to a Resolution duly adopted by the Board of County Commissioners of the County on the twenty-fifth day of April, 1994 (the "Resolution").

This Note is payable primarily from the proceeds of the sale of the bonds in anticipation of which the Notes are issued, and, in the event of a deficiency in such proceeds, from unlimited ad valorem taxes to be levied on all taxable property within the taxable limits of the County. For the prompt payment of principal of and interest on the Notes, the full faith and credit of the County is hereby irrevocably pledged.

This Note and the income therefrom are exempt from all present state, county and municipal taxes in Tennessee except (a) inheritance, transfer and estate taxes, (b) Tennessee excise

taxes on interest on the Note during the period the Note is held or beneficially owned by a corporation, bank, savings and loan association or any other business entity described in Section 67-4-806, Tennessee Code Annotated, and (c) Tennessee franchise taxes by reason of the inclusion of the book value of the Note in the Tennessee franchise tax base of any corporation, bank, savings and loan association or other business entity described in Section 67-4-903, Tennessee Code Annotated.

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns, and transfers unto _____, whose address is _____ (Please insert Social Security or Federal Tax Identification Number _____), the within Note of Weakley County, Tennessee and does hereby irrevocably constitute and appoint _____, attorney, to transfer the said Note on the records kept for registration thereof with full power of substitution in the premises.

Dated: _____

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

Signature guaranteed:

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

The Notes shall be sold by the County Executive in whole or in part from time to time, in one or more emissions, at public or private sale as shall be determined by the County Executive, at not less than ninety-nine percent (99%) of par and accrued interest. No Notes shall be sold at an interest rate exceeding seven and three-quarter percent (7-3/4%) per annum. The Notes shall not be issued until after the approval of the State Director of Local Finance shall have been obtained as required by Sections 9-21-101 et seq., Tennessee Code Annotated. The action

of the County Executive in selling the Notes and fixing the interest rate or rates on the Notes, but not exceeding seven and three-quarter percent (7-3/4%) per annum, shall be binding on the County, and no further action by the Governing Body with respect thereto shall be required. The County Executive and County Clerk are authorized to cause the Notes to be authenticated and delivered by the Registration Agent to the purchaser thereof, or as he may direct, and to execute, publish, and deliver all certificates and documents, including an official statement and closing certificates, as they shall deem necessary in connection with the sale and delivery of the Notes.

Note proceeds shall be administered, invested, deposited and disbursed in accordance with the requirements of Section 8 hereof.

The Governing Body hereby designates the Notes "Qualified Tax-Exempt Obligations" within the meaning of and pursuant to Section 265 of the Code.

Section 13. Qualified Tax-Exempt Obligations. To the extent the Bonds, or any of them, can be issued as "qualified tax-exempt obligations" under Section 265 of the Code, then, the Governing Body hereby designates the Bonds as "qualified tax-exempt obligations" within the meaning of and pursuant to Section 265 of the Code.

Section 14. Resolution a Contract. The provisions of this resolution shall constitute a contract between the County and the registered owners of the Bonds, and after the issuance of the Bonds, no change, variation or alteration of any kind in the provisions of this resolution shall be made in any manner until such time as the Bonds and interest due thereon shall have been paid in full.

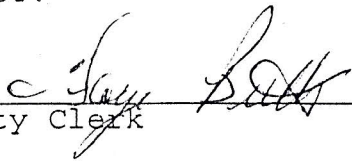
Section 15. Separability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

Section 16. Repeal of Conflicting Resolutions and Effective Date. All other resolutions and orders, or parts thereof, in conflict with the provisions of this resolution, are, to the extent of such conflict, hereby repealed and this resolution shall be in immediate effect from and after its adoption.

Adopted and approved this 25th day of April, 1994.


County Executive

ATTEST:

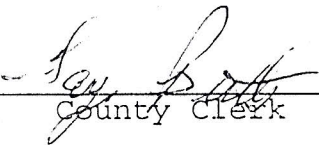

County Clerk

* * * * *

Pursuant to motion duly made and carried, the meeting adjourned.


County Executive

ATTEST:


County Clerk