

RESOLUTION NO. 1998-18

A RESOLUTION TO APPROVE A LOAN AGREEMENT
FOR THE PURPOSE OF PROVIDING FUNDS TO FINANCE
CERTAIN PUBLIC WORKS PROJECTS FOR
WEAKLEY COUNTY, TENNESSEE

WHEREAS, the Board of Commissioners (the "Board") of Weakley County, Tennessee (the "County"), has determined that need exists for the acquisition, construction, renovation, improvement, and/or installation of a "project" (the "Project"), as defined in that certain Indenture of Trust (the Indenture), dated as of March 1, 1995, between The Public Building Authority of The County of Montgomery, Tennessee (the "Issuer"), and Sun Bank, National Association, Orlando, Florida, as trustee (the "Trustee"), as permitted under Title 12, Chapter 10, Tennessee Code Annotated, as from time to time amended and supplemented, and as described in the form of the Loan Agreement (the "Loan Agreement"), between the County, as borrower, and the Issuer, presented to this meeting, the costs of such Project not to exceed \$7,400,000; and,

WHEREAS, the Board has taken the necessary steps to arrange for the acquisition, construction, renovation, improvement, and/or installation of the Project:

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

Section 1. Approval of the Loan Agreement. The terms of said Loan Agreement presented at this meeting are in the best interest of the County and are hereby approved and the Board hereby authorizes the County Executive and the County Clerk of the County to execute and deliver the Loan Agreement, such Loan Agreement to be in substantially the form as that presented to this meeting, the execution of such Loan Agreement by the County Executive and County Clerk to evidence their approval of any and all changes to such Loan Agreement, and any related documents necessary to the consummation of the transactions contemplated by the Loan Agreement.

Section 2. Fulfillment of Obligations. The Board of the County is authorized and directed to fulfill all obligations under the terms of the Loan Agreement.

Section 3. Tax Levy. There shall be levied and collected in the same manner as other ad valorem taxes of the County on all taxable property within the corporate limits of the County without limitation as to time, rate, or amount, a tax sufficient to pay when due the annual amounts payable under the Loan Agreement, as and when they become due, and to pay any expenses of maintaining and operating the Project required to be paid by the County under the terms and provisions of the Loan Agreement. For the prompt payment of the Loan Agreement, both principal and interest, as the same shall become due, the full faith and credit of the County are irrevocably pledged.

Section 4. Consent to Assignment. The County hereby acknowledges that the provisions of the Indenture assign to the Trustee, among other things, all of the interest of the Issuer in and to the Loan Agreement (other than the rights of the Issuer under Section 7.03 and Section 7.04 of the Loan Agreement, which are reserved to the Issuer), and the County agrees to pay directly to the Trustee any amounts required to be paid by the County to the Issuer pursuant to the Loan Agreement.

Section 5. Miscellaneous Acts. The County Executive, the County Clerk, the County Trustee, 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 connection with the execution of the Loan Agreement, 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.

Section 6. Captions. The captions or headings in this Resolution are for convenience only and shall in no way define, limit, or describe the scope or intent of any provision hereof.

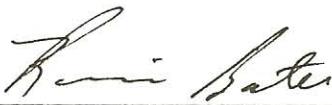
Section 7. Severability. Should any provision or provisions of this Resolution be declared invalid or unenforceable in any respect by final decree of any court of competent jurisdiction; the invalidity or unenforceability of such section, paragraph, ordinance, or provisions shall not affect the remaining provisions of such Resolution.

Section 8. Repeal of Conflicting Resolutions. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed.

Section 9. Effective Date. This Resolution shall take effect upon its adoption, the welfare of the County requiring it.

Pursuant to the Rules of the Commission, this Resolution is Sponsored by the Following Members of the Weakley County Board of County Commissioners:

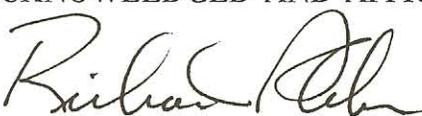
SPONSORED BY:



SPONSORED BY:



ACKNOWLEDGED AND APPROVED:



Chairman, Finance, Ways & Means
Committee

Motion made by Commissioner Stewart that the foregoing Resolution be adopted:

Motion seconded by Commissioner Phebus

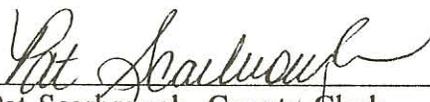
Upon being put to a roll call vote, Motion carried by a vote of

17 Yeas, 2 Nays,

1 Passed and no Absent.

Attested:

Approved:


Pat Scarborough, County Clerk


Ron Gifford, County Executive

THIS THE 22nd DAY OF September, 1997.