

**RESOLUTION NO. 2020-14****A RESOLUTION AUTHORIZING THE ISSUANCE, SALE AND  
PAYMENT OF NOT TO EXCEED \$5,000,000 OF CAPITAL OUTLAY  
NOTES OF WEAKLEY COUNTY, TENNESSEE AND LEVYING AD  
VALOREM TAXES FOR THE PAYMENT OF THE NOTES.**

**WHEREAS**, Sections 9-21-101 et seq., Tennessee Code Annotated (the “Act”), authorize Tennessee municipalities to issue capital outlay notes for a term of up to twelve years to finance public works projects; and

**WHEREAS**, the County Commission of Weakley County, Tennessee (the “Municipality”) hereby determines that it is necessary and advisable to issue not to exceed \$5,000,000 of capital outlay notes for the purpose of financing the (i) acquisition of land for and the construction, improvement, repair, renovation and equipping of county buildings, including but not limited to the county courthouse (the “Projects”); (ii) reimbursement of prior expenditures for such Projects, if any; and (iii) payment of costs of issuance in connection with the issuance and sale of the notes; and

**WHEREAS**, it is the intention of the County Commission of the Municipality to adopt this resolution to authorize the issuance, sale and payment of the notes and the levy of ad valorem taxes for the payment of the notes.

**NOW, THEREFORE, BE IT RESOLVED** by the County Commission of Weakley County, Tennessee, as follows:

Section 1. Authority. The notes authorized by this resolution are issued pursuant to the Act and other applicable provisions of law.

Section 2. Definitions. In addition to the terms defined above, the following terms shall have the following meanings in this resolution unless the text expressly or by necessary implication requires otherwise:

- (a) “Bank” means U.S. Bank National Association, as the purchaser of the Notes.
- (b) “Code” means the Internal Revenue Code of 1986, as amended, and all regulations promulgated thereunder.
- (c) “Debt Management Policy” means the Debt Management Policy previously adopted by the Governing Body.
- (d) “Notes” means the capital outlay notes authorized to be issued by this resolution.
- (e) “Projects” means the acquisition of land for and the construction, improvement, repair, renovation and equipping of county buildings, including but not limited to the county courthouse.
- (f) “Registration Agent” means the Director of Finance of the Municipality or such other registration and paying agent appointed by the County Mayor pursuant to Section 4 hereof, or any successor designated by the County Mayor.

Section 3. Compliance with Debt Management Policy. The Governing Body hereby finds that the issuance of the Notes is consistent with the terms of the Debt Management Policy. The estimated costs of issuing the Notes and the estimated amortization and the interest rate(s) on the Notes shall be substantially in accordance with the term sheet of the Bank attached hereto as Exhibit A (the "Term Sheet"); provided, however, that the final costs, amortization and interest rates will be determined at the time the Notes are sold.

Section 4. Authorization and Terms of the Notes.

(a) Not to exceed \$5,000,000 of capital outlay notes of the Municipality are hereby authorized to be issued to finance the Projects, including any reimbursement therefor, and note issuance costs. Subject to any adjustments made by the County Mayor pursuant to Section 7, the Notes shall:

(i) be issued as fully registered, certificated notes (unless otherwise requested by the Bank, in which case the Notes may be issued in book-entry form);

(ii) be known as "General Obligation Capital Outlay Notes";

(iii) be dated the date of their issuance;

(iv) bear interest at a rate or rates not to exceed the maximum rate permitted by applicable Tennessee law, payable monthly or semiannually;

(v) be issued initially in such denominations as shall be requested by the Bank; and

(vi) mature serially or through mandatory redemption on May 1 of each year, commencing on May 1, 2021 and ending May 1, 2026, in principal amounts resulting in approximately level debt service unless otherwise approved by the Director of State and Local Finance; provided that in no event shall the Notes mature later than the end of the tenth fiscal year following the fiscal year in which the Notes are issued.

(b) Subject to any adjustments made by the County Mayor pursuant to Section 7, the Notes shall be subject to redemption prior to maturity as shown in the Term Sheet. The Notes to be redeemed may be selected by the Municipality except that, if less than all of the Notes within a single serial maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine (or, if the Notes are issued in book-entry form, by lot or such other manner as determined by the applicable securities depository).

(c) Pursuant to Section 7 hereof, the County Mayor is authorized to sell the Notes, or any maturities thereof, as term notes ("Term Notes") with mandatory redemption requirements corresponding to the maturities described herein. In the event any or all the Notes are sold as Term Notes, the Municipality shall redeem Term Notes on redemption dates and in principal amounts corresponding to the maturity dates and amounts described herein, at a price of par plus accrued interest thereon to the date of redemption. Term Notes of a single maturity shall be selected for optional redemption in the same manner described in subsection (b) above.

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such mandatory redemption date, the Municipality may (i) deliver to the Registration Agent for cancellation Term Notes to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Term Notes of the

maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and canceled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Term Note so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the Municipality on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Term Notes to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The Municipality may on or before the forty-fifth (45th) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.

(d) Subject to any adjustments made by the County Mayor pursuant to Section 7, notice of call for redemption shall be given by the Registration Agent on behalf of the Municipality not less than five (5) 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 Note registration records of the Registration Agent as of the date of the notice or as otherwise specified by the terms of a Financing Agreement between the Municipality and the Bank (the "Financing Agreement"); 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 Municipality pursuant to written or other instructions from an authorized representative of the Municipality. 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.

(e) The Governing Body hereby appoints the Director of Finance of the Municipality as the Registration Agent for the Notes and hereby authorizes and directs the Registration Agent so appointed to maintain Note registration records with respect to the Notes, to authenticate and deliver the Notes as provided herein, either at original issuance or upon transfer, to effect transfers of the Notes, to give all notices of redemption as required herein, to make all payments of principal and interest with respect to the Notes as provided herein, to cancel and destroy Notes which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer, to furnish the Municipality at least annually a certificate of destruction with respect to Notes canceled and destroyed, and to furnish the Municipality at least annually an audit confirmation of Notes paid, Notes outstanding and payments made with respect to interest on the Notes. Notwithstanding the above, if determined by the County Mayor to be in the best interest of the Municipality, the County Mayor is hereby authorized to appoint a Registration Agent for the Notes other than the Director of Finance, and the County Mayor and the County Clerk, or either of them, is hereby authorized to execute and the County Clerk is hereby authorized to attest any such written agreement between the Municipality and the Registration Agent as they shall deem necessary or proper with respect to the obligations, duties and rights of the Registration Agent.

(f) The Notes shall be payable, both principal and interest, in lawful money of the United States of America at the main office of the Registration Agent. The Registration Agent shall make all interest payments with respect to the Notes by check or draft on each interest payment date directly to the registered owners as 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 depositing said payment in the United States mail, postage prepaid, addressed to such owners at their addresses shown on said Note registration records, without, except for final payment, the presentation or surrender of such registered Notes and, if directed by the Bank, by wire

transfer to the wire instructions provided by the Bank to the Registration Agent, and all such payments shall discharge the obligations of the Municipality in respect of such Notes to the extent of the payments so made. Payment of principal of the Notes on the final maturity date shall be made upon presentation and surrender of such Notes to the Registration Agent as the same shall become due and payable; provided, however, that no presentation shall be required with respect to any redemption or purchase of a portion of the Notes prior to their final maturity date. 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, unless otherwise directed by the County Mayor pursuant to Section 7 herein.

(g) Any interest on any Note that is payable but is not punctually paid or duly provided for on any interest payment date (hereinafter "Defaulted Interest") shall 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 Municipality to the persons in whose names the Notes 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 Municipality shall notify the Registration Agent in writing or otherwise of the amount of Defaulted Interest proposed to be paid on each Note and the date of the proposed payment, and at the same time the Municipality 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 Municipality of such Special Record Date and, in the name and at the expense of the Municipality, 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 Note registration records maintained by the Registration Agent as of the date of such notice. Nothing contained in this Section or in the Notes 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 Municipality to punctually pay or duly provide for the payment of principal of and interest on the Notes when due.

(h) Subject to any adjustments made by the County Mayor pursuant to Section 7, the Notes are transferable only by presentation to the Registration Agent by the registered owner, or her legal representative duly authorized in writing, of the registered Note(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 Note(s) accompanied by appropriate documentation necessary to prove the legal capacity of any legal representative of the registered owner; provided, however, the County Mayor may provide that the Notes are not transferable without the written consent of the Municipality. Upon receipt of the Note(s) in such form and with such documentation, if any, the Registration Agent shall issue a new Note or the Note to the assignee(s) in such denominations requested by the registered owner requesting transfer. The Registration Agent shall not be required to transfer or exchange any Note during the period commencing on a Regular or Special Record Date and ending on the corresponding interest payment date of such Note, nor to transfer or exchange any Note after the publication of notice calling such Note for redemption has been made, nor to transfer or exchange any Note during the period following the receipt of instructions from the Municipality to call such Note 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 Note, provided that any transfer tax relating to such transaction shall be paid by the registered owner requesting transfer. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and

neither the Municipality nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Notes shall be overdue. The Notes, upon surrender to the Registration Agent, may, at the option of the registered owner, be exchanged for an equal aggregate principal amount of the Notes of the same maturity in any authorized denomination or denominations.

(i) The Notes shall be executed in the manner required by the Act.

(j) The Registration Agent is hereby authorized to authenticate and deliver the Notes to the Bank, upon receipt by the Municipality 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 Note(s) to be transferred in proper form with proper documentation as hereinabove described. The Notes 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 Note form.

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

Section 5. Security and Source of Payment; Levy of Tax. The Notes shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the Municipality. For the prompt payment of principal of and interest on the Notes, the full faith and credit of the Municipality are hereby irrevocably pledged. The Governing Body shall annually levy and collect a tax upon all taxable property within the Municipality, in addition to all other taxes authorized by law, sufficient to pay principal of and interest on the Notes 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 the principal and interest coming due on the Notes in said year. Principal and interest on the Notes 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 Municipality 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 shall be reduced to the extent of any other funds, taxes and revenues from the Municipality appropriated to the debt service on the Notes.

Section 6. Form of Notes. The Notes shall be in substantially the following form, the omissions to be appropriately completed when the Notes are prepared and delivered:

(Form of Face of Note)

REGISTERED Number _____	UNITED STATES OF AMERICA STATE OF TENNESSEE COUNTY OF WEAKLEY GENERAL OBLIGATION CAPITAL OUTLAY NOTE, SERIES _____	REGISTERED \$ _____
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Interest Rate:

Maturity Date:

Date of Note:

Registered Owner:

Principal Amount:

FOR VALUE RECEIVED, Weakley County, Tennessee (the "Municipality") 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 (or upon earlier redemption as set forth herein), 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[or, following a Determination of Taxability or an Event of Default (as hereinafter defined) at the annual rate of interest of [Bank to provide a Taxable Rate] or [add 2.00%], respectively,] from the date hereof until said maturity date or redemption date, said interest being payable on \_\_\_\_\_ until this Note matures or is redeemed[; provided, however, that in the case of a Determination of Taxability or an Event of Default, interest hereon shall be payable at the rate of \_\_\_% commencing on the date of the Determination of Taxability until this Note matures or is redeemed or a rate of \_\_\_% commencing on the date of the Event of Default until this Note matures or is redeemed or the Event of Default is cured.] The principal hereof and interest hereon are payable in lawful money of the United States of America by check or draft at the principal office of the Director of Finance of the Municipality, as registration agent 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 Municipality 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 of this Note shall be made when due upon presentation and surrender of this Note to the Registration Agent.

[As used herein, "Determination of Taxability" shall mean a determination that interest on the Notes is includable for federal income tax purposes in the gross income of the registered owner or any former registered owner of the Notes.][As used herein, "Event of Default" means (i) a declaration of bankruptcy, a determination of insolvency or similar proceeding with respect to the Municipality, or debt moratorium shall be declared by the Municipality or any other governmental authority of competent jurisdiction with respect to any of the Municipality's debt, or (ii) the declaration by the Purchaser of an event of default as a result of a determination by the Purchaser that: (a) the Municipality has failed to pay the principal of or interest on this Note on the due date when due, as provided in this Note and the Financing Agreement, which failure continues, and is not cured, for a period of 10 days after the Purchaser has made written demand on the Municipality to cure such failure to make payment; (b) the Municipality has failed to comply with any of its obligations or to perform any of its duties (other than the obligation to pay the principal of and interest on this Note) under the Financing Agreement or this Note, which failure continues, and is not cured, for a period of more than 30 days after the Purchaser has provided written notice thereof to the Municipality; or (c) there has been a material misrepresentation by the Municipality of any representations made in Section 11 of the Financing Agreement.]

[The Notes shall be subject to redemption prior to maturity at the option of the Municipality as shown in the Term Sheet.]

If less than all the Notes shall be called for redemption, the maturities to be redeemed shall be designated by the County Commission of the Municipality, in its discretion. If less than all the principal amount of the Notes of a maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

[Notice of call for redemption shall be given by the Registration Agent on behalf of the Municipality not less than five (5) 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 Note 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 any 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 in the Resolution, as hereafter defined.]

[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 denominations of the same maturity and interest rate for the same aggregate principal amount will be issued to the transferee in exchange therefor. The Notes are transferable only with the written consent of the Municipality. 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 Municipality 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, nor to transfer or exchange any Note after the notice calling such Note for redemption has been made, nor during a period following the receipt of instructions from the Municipality to call such Note for redemption.]

This Note is one of a total authorized issue aggregating \$\_\_\_\_\_ and issued by the Municipality for the purpose of providing funds to finance (i) acquisition of land for and the construction, improvement, repair, renovation and equipping of county buildings, including but not limited to the county courthouse; (ii) the reimbursement of the Municipality for prior costs; and (iii) the payment of Note issuance costs, if any, pursuant to Sections 9-21-101 *et seq.*, Tennessee Code Annotated, and pursuant to a resolution duly adopted by the County Commission of the Municipality on September 16, 2019 (the "Resolution").

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

This Note and the income therefrom are exempt from all present state, Municipality and municipal taxes in Tennessee except (a) Tennessee excise taxes on interest on the Note during the period the Note is held or beneficially owned by any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee and (b) Tennessee franchise taxes by reason of the inclusion of the book value of the Note in the Tennessee franchise tax base of any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee.

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, together with all other indebtedness of the Municipality, does not exceed any limitation prescribed by the constitution and statutes of the State of Tennessee.

IN WITNESS WHEREOF, the Municipality has caused this Note to be signed by its County Mayor and attested by its County Clerk under the corporate seal of the Municipality, all as of the date hereinabove set forth.

WEAKLEY COUNTY, TENNESSEE

FORM—DO NOT SIGN

County Mayor

(SEAL)

ATTESTED:

FORM—DO NOT SIGN

County Clerk

Transferable and payable at the principal office of:

Director of Finance  
Weakley County, Tennessee

Date of Registration: \_\_\_\_\_

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

DIRECTOR OF FINANCE  
Registration Agent

FORM—DO NOT SIGN

Director of Finance

(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 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.

Section 7. Sale of Notes.

(a) The Notes shall be sold by public sale to the Bank. The Notes shall be offered at a price of not less than 99% of par, as a whole or in part from time to time as shall be determined by the County Mayor. The County Mayor is authorized to execute and the County Clerk to attest a Financing Agreement in accordance with the terms of the Term Sheet in the form provided in Exhibit A hereto, providing the details of the terms of the sale. The sale of any emission of the Notes to the Bank shall be binding on the Municipality, and no further action of the Governing Body with respect thereto shall be required.

(b) The County Mayor is further authorized to:

- (1) change the dated date of the Notes to a date other than the date of issuance;
- (2) change the designation of the Notes from "General Obligation Capital Outlay Notes" and to specify the series designation of the Notes;
- (3) change the manner of calculating interest on the Notes from that provided herein;
- (4) establish the interest payment dates for the Notes, provided that the first interest payment date may not be more than twelve months following the issuance of the Notes;
- (5) establish the principal payment dates and maturity or mandatory redemption amounts for the Notes; provided that in no event shall the Notes mature later than the end of the tenth fiscal year following the fiscal year in which the Notes are issued;

- (6) adjust or remove the redemption provisions of the Notes;
- (7) adjust authorized denominations;
- (8) sell all or a portion of the Notes as Term Notes;
- (9) cause all or a portion of the Notes to be insured by a bond insurance policy issued by a nationally recognized bond insurance company to achieve the purposes set forth herein and to serve the best interests of the Municipality and to enter into agreements with such insurance company with respect to any series of Notes to the extent not inconsistent with this Resolution;
- (10) provide for the transferability and restrictions on transferability of the Notes;
- (11) provide that the Notes shall bear interest at an increased rate or rates, not to exceed the maximum rate permitted by applicable law, if (i) interest on such Notes is determined to be includable for federal income tax purposes in the gross income of the holder(s) thereof subsequent to issuance of the Notes or (ii) the Municipality defaults under the terms of the Note or the Financing Agreement with the Bank; and
- (12) otherwise provide for the issuance of the Notes on the terms contemplated in the Term Sheet attached hereto as Exhibit A.

(c) The officers of the Municipality are authorized to execute, publish, and deliver all certificates and documents as they shall deem necessary in connection with the sale and delivery of the Notes.

(d) The County Mayor is hereby authorized to enter into an agreement with Bass, Berry & Sims PLC to serve as bond counsel in connection with the Notes in substantially the form attached as Exhibit B, and all actions heretofore taken in this respect are hereby ratified and approved.

(e) The Notes may not be issued until the Municipality has received the approval of the Director of State and Local Finance, as required by the Act.

(f) The form of the Note as set forth in Section 6 hereof shall be conformed to any modifications provided in this Section 7.

(g) Notwithstanding anything herein to the contrary, the Notes may be sold in multiple emissions, as directed by the County Mayor.

Section 8. Disposition of Note Proceeds. The proceeds of the sale of the Notes shall be deposited with a financial institution regulated by the Federal Deposit Insurance Corporation or similar federal agency in a special fund known as the 2019 Note Construction Fund, or such other designation as shall be determined by the County Mayor (the "Construction Fund"), to be accounted for separate and apart from all other funds of the Municipality. The Municipality shall disburse funds in the Construction Fund to pay costs of issuance of the Notes, including necessary legal, accounting and fiscal expenses, printing, engraving, advertising and similar expenses, administrative and clerical costs, bond insurance premiums, if any, and other necessary miscellaneous expenses incurred in connection with the issuance and sale of the Notes. The remaining funds in the Construction Fund shall be disbursed solely to pay the costs of the Projects. 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 and earnings thereon shall be retained in the Construction Fund. Any funds remaining in the Construction Fund after completion of the Projects and payment of authorized expenses shall be used to pay principal of and interest on the Notes.

Section 9. Tax Matters.

(a) The Notes will be issued on a federally tax-exempt basis. The Municipality hereby covenants that it will not use, or permit the use of, any proceeds of the Notes in a manner that would cause the Notes to be subjected to treatment under Section 148 of the Code, and applicable regulations thereunder, as an “arbitrage bond”. To that end, the Municipality shall comply with applicable regulations adopted under said Section 148. The Municipality further covenants with the registered owners from time to time of the Notes that it will, throughout the term of the Notes and through the date that the final rebate, if any, must be made to the United States in accordance with Section 148 of the Code, comply with the provisions of Sections 103 and 141 through 150 of the Code and all regulations proposed and promulgated thereunder that must be satisfied in order that interest on the Notes shall be and continue to be excluded from gross income for federal income tax purposes under Section 103 of the Code. Notwithstanding the above, if the Municipality determines to use the proceeds of the Note in a manner that would cause the Notes to be subjected to treatment under Section 148 of the Code, and applicable regulations thereunder, as an “arbitrage bond”, the Municipality shall immediately contact bond counsel and shall comply with applicable provisions of the Notes and Financing Agreement.

(b) It is reasonably expected that the Municipality will reimburse itself for certain expenditures made by it in connection with the Projects by issuing the Notes. This resolution shall be placed in the minutes of the Governing Body and shall be made available for inspection by the general public at the office of the Governing Body. This resolution constitutes a declaration of official intent under Treas. Reg. §1.150-2.

(c) The Governing Body hereby delegates to the County Mayor the authority to designate, and determine whether to designate, the Notes as “qualified tax-exempt obligations,” as defined in Section 265 of the Code, to the extent the Notes are not deemed designated as such and may be designated as such.

(d) The appropriate officers of the Municipality are authorized and directed, on behalf of the Municipality, to execute and deliver all such certificates and documents that may be required of the Municipality in order to comply with the provisions of this Section related to the issuance of the Notes and to administer the Municipality’s Federal Tax Compliance Policies and Procedures with respect to the Notes.

Section 10. Discharge and Satisfaction of Notes. If the Municipality shall pay and discharge the indebtedness evidenced by any of the Notes in any one or more of the following ways:

(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 Notes up to the Default Rate 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 Notes and to pay interest thereon when due until the maturity or redemption date

(provided, if such Notes 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 Notes to the Registration Agent, for cancellation by it;

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

If the Municipality shall pay and discharge the indebtedness evidenced by any of the Notes 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 interest on said Notes; 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 Municipality 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 interest to become due on said Notes 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 Municipality, as received by the Registration Agent. For the purposes of this Section, Federal Obligations shall mean direct obligations of, or obligations, the principal of 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 notes or other obligations shall not be subject to redemption prior to their maturity other than at the option of the registered owner thereof.

Section 11. Official Statement. If required by Rule 15c2-12 of the Securities and Exchange Commission, the officers of the Municipality are hereby authorized and directed to provide for the preparation and distribution of a Preliminary Official Statement and Official Statement describing the Notes, and to deem the Preliminary Statement as final, all in the manner required by such Rule. 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 Municipality except for the omission in the Preliminary Official Statement of pricing and other information. The officers of the Municipality are also authorized to prepare and distribute an offering circular in connection with a sale of the Notes for which an Official Statement is not required. The Municipality shall not prepare and distribute a Preliminary Official Statement or Official Statement with respect to the Notes without the prior written consent of the Bank.

Section 12. Continuing Disclosure. The Municipality hereby covenants and agrees that it will provide annual financial information and event notices if and as required by Rule 15c2-12 of the Securities Exchange Commission for the Notes. If required, the County Mayor is authorized to execute an agreement for the benefit of the owners of the Notes satisfying the terms of Rule 15c2-12.

Section 13. Resolution a Contract. The provisions of this resolution shall constitute a contract between the Municipality and the registered owners of the Notes, and after the issuance of the Notes, no change, variation or alteration of any kind in the provisions of this resolution altering payment provisions or security for the Notes shall be made in any manner until such time as the Notes and interest due thereon shall have been paid in full.

Section 14. Additional Authorization and Ratification. Any and all other actions heretofore taken on behalf of the Municipality by its officers in furtherance of the purposes of this resolution, and all acts of the officers of the Municipality that are in conformity with the purposes and intent of this resolution, are hereby approved, ratified and confirmed in all respects.

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. Effective Date and Repeal of Conflicting Resolutions. 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 on September 16, 2019.

\_\_\_\_\_  
County Mayor

\_\_\_\_\_  
County Clerk

EXHIBIT A

U.S. Bank Term Sheet

EXHIBIT B

FORM OF ENGAGEMENT LETTER OF BOND COUNSEL

LETTERHEAD OF BASS, BERRY & SIMS PLC

September 16, 2019

Weakley County, Tennessee  
Court Square Room 106  
Dresden, TN 38225  
Attention: Jake Bynum, County Mayor

**Re: Issuance of Not to Exceed \$5,000,000 in Aggregate Principal Amount of General Obligation Capital Outlay Notes.**

Dear County Mayor:

The purpose of this engagement letter is to set forth certain matters concerning the services we will perform as bond counsel to Weakley County, Tennessee (the "Issuer"), in connection with the issuance of the above-referenced notes (the "Notes"). We understand that the Notes are being issued for the purpose of providing funds necessary to finance the project identified in a resolution authorizing the Notes adopted on September 16, 2019 (the "Resolution") and to pay costs of issuance of the Notes, as more fully set forth in the Resolution. We further understand that the Notes will be sold at negotiated sale.

**SCOPE OF ENGAGEMENT**

In this engagement, we expect to perform the following duties:

1. Subject to the completion of proceedings to our satisfaction, render our legal opinion (the "Bond Opinion") regarding the validity and binding effect of the Notes, the source of payment and security for the Notes, and the excludability of interest on the Notes from gross income for federal income tax purposes.
2. Prepare and review documents necessary or appropriate for the authorization, issuance and delivery of the Notes, coordinate the authorization and execution of such documents, and review enabling legislation.
3. Assist the Issuer in seeking from other governmental authorities such approvals, permissions and exemptions as we determine are necessary or appropriate in connection with the authorization, issuance, and delivery of the Notes, except that we will not be responsible for any required blue-sky filings.
4. Review legal issues relating to the structure of the Notes.
5. Prepare and review the notice of sale pertaining to the sale of the Notes, if any.

Our Bond Opinion will be addressed to the Issuer and the original purchaser of the Notes and will be delivered by us on the date the Notes are exchanged for their purchase price (the "Closing").

The Bond Opinion will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Issuer with applicable laws relating to the Notes. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Notes and their security. We understand that you will direct members of your staff and other employees of the Issuer to cooperate with us in this regard.

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

- a.
  - 1) Assisting in the preparation or review of a disclosure document with respect to the Notes, or
  - 2) Performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document, or
  - 3) Rendering advice that the official statement or other disclosure documents
    - a) Do not contain any untrue statement of a material fact or
    - b) Do not omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.
- b. Preparing requests for tax rulings from the Internal Revenue Service, or no action letters from the Securities and Exchange Commission.
- c. Preparing blue sky or investment surveys with respect to the Notes.
- d. Drafting state constitutional or legislative amendments.
- e. Pursuing test cases or other litigation, (such as contested validation proceedings).
- f. Making an investigation or expressing any view as to the creditworthiness of the Issuer or the Notes.
- g. Representing the Issuer in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.
- i. After Closing, providing continuing advice to the Issuer or any other party concerning any actions necessary to assure that interest paid on the Notes will continue to be excludable from gross income for federal income tax purposes (e.g., our engagement does not include rebate calculations for the Notes).
- j. Addressing any other matter not specifically set forth above that is not required to render our Bond Opinion.

## **ATTORNEY-CLIENT RELATIONSHIP**

Upon execution of this engagement letter, the Issuer will be our client and an attorney-client relationship will exist between us. We assume that all other parties will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction. We further assume that all other parties understand that in this transaction we represent only the Issuer, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as bond counsel are limited to those contracted for in this letter; the Issuer's execution of this engagement letter will constitute an acknowledgment of those limitations. Our representation of the Issuer will not affect, however, our responsibility to render an objective Bond Opinion. Please note that, in our representation of the Issuer, we will not act as a "municipal advisor", as such term is defined in the Securities Exchange Act of 1934, as amended.

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

As you are aware, our firm represents many political subdivisions, companies and individuals. It is possible that during the time that we are representing the Issuer, one or more of our present or future clients will have transactions with the Issuer. It is also possible that we may be asked to represent, in an unrelated matter, one or more of the entities involved in the issuance of the Notes. We do not believe such representation, if it occurs, will adversely affect our ability to represent you as provided in this letter, either because such matters will be sufficiently different from the issuance of the Notes as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Notes. Execution of this letter will signify the Issuer's consent to our representation of others consistent with the circumstances described in this paragraph.

## **FEES**

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing represented by the Notes; (ii) the duties we will undertake pursuant to this engagement letter; (iii) the time we anticipate devoting to the financings; and (iv) the responsibilities we will assume in connection therewith, we estimate that our fee will be \$3,500 for the Notes. Our fees may vary: (a) if the principal amount of Notes actually issued differs significantly from the amounts stated above; (b) if material changes in the structure or schedule of the respective financings occur; or (c) if unusual or unforeseen circumstances arise which require a significant increase in our time or responsibility. If, at any time, we believe that circumstances require an adjustment of our original fee estimates, we will advise you and prepare and provide to you an amendment to this engagement letter. The fees quoted above will include all out-of-pocket expenses advanced for your benefit, such as travel costs, photocopying, deliveries, long distance telephone charges, telecopier charges, filing fees, computer-assisted research and other expenses.

If, for any reason, the financing represented by the Notes is completed without the delivery of our Bond Opinion as bond counsel or our services are otherwise terminated, we will expect to be compensated at our normal rates for the time actually spent on your behalf plus client charges as described above unless we have failed to meet our responsibilities under this engagement, but in no event will our fees exceed the amount set forth above.

**RECORDS**

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. All goods, documents, records, and other work product and property produced during the performance of this engagement are deemed to be Issuer's property. We agree to maintain documentation for all charges against the Issuer. Our books, records, and documents, insofar as they relate to work performed or money received under this engagement, shall be maintained for a period of three (3) full years from the respective Closings and will be subject to audit, at any reasonable time and upon reasonable notice by the Issuer or its duly appointed representatives.

**OTHER MATTERS**

We have not retained any persons to solicit or secure this engagement from the Issuer upon an agreement or understanding for a contingent commission, percentage, or brokerage fee. We have not offered any employee of the Issuer a gratuity or an offer of employment in connection with this engagement and no employee has requested or agreed to accept a gratuity or offer of employment in connection with this engagement.

Any modification or amendment to this engagement letter must be in writing, executed by us and contain the signatures of the Issuer. The validity, construction and effect of this engagement letter and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. To the extent permitted by applicable law, any action between the parties arising from this engagement letter shall be maintained in the state or federal courts of Weakley County, Tennessee.

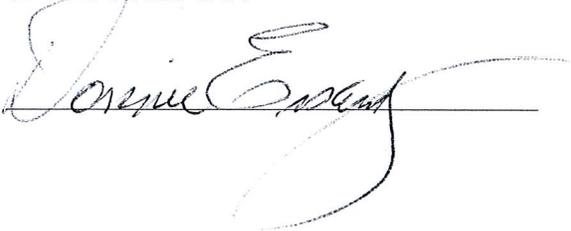
**CONCLUSION**

If the foregoing terms are not acceptable to you, please so indicate in writing to us. Otherwise, we look forward to working with you.

**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:**

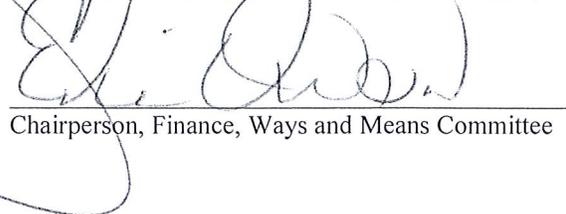
**SPONSORED BY:**

  
\_\_\_\_\_

**SPONSORED BY:**

  
\_\_\_\_\_

**ACKNOWLEDGED AND APPROVED:**

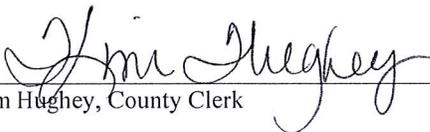
  
\_\_\_\_\_  
Chairperson, Finance, Ways and Means Committee

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

Motion seconded by Commissioner Overton.

Upon being put to a voice vote, motion carried by a vote  
of 14 Yeas, 0 Nays, 0 Passed and 4 Absent.

ATTESTED:

  
\_\_\_\_\_  
Kim Hughey, County Clerk

APPROVED:

  
\_\_\_\_\_  
Jake Bynum, Chairperson, Weakley County Commission

**This the 16<sup>th</sup> day of September, 2019.**