

OFFICIAL NOTICE OF SALE

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**ECONOMIC DEVELOPMENT AUTHORITY
OF JAMES CITY COUNTY, VIRGINIA
PUBLIC FACILITY REVENUE AND REFUNDING BONDS
(COUNTY GOVERNMENT PROJECTS), SERIES 2018**

Electronic bids only will be received by the Economic Development Authority of James City County, Virginia (the "Authority"), in accordance with this Official Notice of Sale until _____ a.m., Eastern Time, on _____, 2018 (the "Date of Sale").

Immediately thereafter, the bids will be publicly announced, and the County Administrator of James City County, Virginia (the "County"), on behalf of the Authority, will act upon the bids by _____ p.m., Eastern Time.

Bid Submission

Solely as an accommodation to bidders, electronic bids via BIDCOMP/PARITY (the "Electronic Bidding System") will be accepted in accordance with this Official Notice of Sale. The Authority and the County are using BIDCOMP/PARITY as a communication mechanism to conduct the electronic bidding for the sale of the Authority's § _____ * Public Facility Revenue and Refunding Bonds (County Government Projects), Series 2018 (the "Series 2018 Bonds"), as described herein. To the extent any instructions or directions set forth in BIDCOMP/PARITY conflict with this Official Notice of Sale, the terms of this Official Notice of Sale shall control. Each bidder submitting an electronic bid agrees (i) that it is solely responsible for all arrangements with BIDCOMP/PARITY, (ii) that BIDCOMP/PARITY is not acting as the agent of the Authority or the County, and (iii) that neither the Authority nor the County is responsible for ensuring or verifying bidder compliance with any of the procedures of BIDCOMP/PARITY. Neither the County nor the Authority assumes any responsibility for, and each bidder expressly assumes the risks of and responsibility for, any incomplete, inaccurate or untimely bid submitted by such bidder through BIDCOMP/PARITY. Each bidder shall be solely responsible for making necessary arrangements to access the Electronic Bidding System for purposes of submitting its bid in a timely manner and in compliance with the requirements of this Official Notice of Sale. Neither the Authority, the County nor the Electronic Bidding System shall have any duty or obligation to provide or assure such access to any bidder, and neither the Authority, the County nor BIDCOMP/PARITY shall be responsible for proper operation of, or have any liability for, any delays or interruptions of, or any damages caused by, BIDCOMP/PARITY. For further information about BIDCOMP/PARITY, potential bidders may contact i-Deal at 1359 Broadway, 2nd Floor, New York, New York 10018, telephone (212) 849-5021.

In the event of a malfunction of the Electronic Bidding System at _____ a.m., Eastern Time, on the Date of Sale, an attempt will be made to reschedule the bidding for 12:00 noon, Eastern Time, on the Date of Sale. Should the Electronic Bidding System malfunction a second time, bidding will be rescheduled at the discretion of the County in coordination with its financial advisor, Davenport & Company LLC (the "Financial Advisor"). To the extent possible, the rescheduled bid time will be communicated to the bidders.

Each bid must be unconditional.

Change of Date and Time for Receipt of Bids

The Authority and the County expect to take bids on the Series 2018 Bonds on _____, 2018. However, the Authority and the County reserve the right to postpone the date and time established for the receipt of bids. Any such postponement will be announced by TM3 newswire, or any other such service. If the receipt of bids is postponed, any alternative date for receipt of bids will be announced via TM3 newswire, or any other such service.

*Preliminary, subject to change.

Any bidder must submit a sealed bid for the purchase of the Series 2018 Bonds on such alternative sale date in conformity with the provisions of this Official Notice of Sale, except for any changes announced via the TM3 newswire, or any other such service, as described therein.

Annual Amortization Requirements

The Series 2018 Bonds will be dated the date of their issuance (the “Dated Date”), and will mature, or be subject to mandatory sinking fund redemption, on _____ in years and amounts as follows:

Year*	Amount*	Year*	Amount*
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Adjustments to Amortization Requirements

The preliminary annual amortization requirements as set forth in this Official Notice of Sale (the “Preliminary Amortization Requirements”) may be revised before the receipt of bids for the purchase of the Series 2018 Bonds. Any such revisions (the “Revised Amortization Requirements”) WILL BE ANNOUNCED ON THOMSON MUNICIPAL NEWS NOT LATER THAN ONE HOUR PRIOR TO THE SPECIFIED BID TIME. In the event that no such revisions are made, the Preliminary Amortization Requirements will constitute the Revised Amortization Requirements. BIDDERS SHALL SUBMIT BIDS BASED ON THE REVISED AMORTIZATION REQUIREMENTS. THE WINNING BID WILL BE DETERMINED ON THE BASIS OF THE REVISED AMORTIZATION REQUIREMENTS.

After selecting the winning bid, the County will determine each final annual amortization requirement (the “Final Amortization Requirements”). The County reserves the right, after bids are opened and prior to award, to increase or reduce the principal amount of the Series 2018 Bonds offered for sale. THE SUCCESSFUL BIDDER MAY NOT WITHDRAW ANY BID OR CHANGE THE INITIAL REOFFERING PRICES AS A RESULT OF ANY INCREASE OR REDUCTION IN THE REVISED AMORTIZATION REQUIREMENTS WITHIN THE LIMITS PROVIDED FOR IN THE PRECEDING SENTENCE. The bid price by the successful bidder (the “Bid Price”) will be adjusted to reflect any adjustments in the amortization requirements of the Series 2018 Bonds. Such adjusted Bid Price will reflect changes in the dollar amount of the underwriting discount, original issue discount/premium and any applicable insurance premium, but will not change the selling compensation (including any applicable bond insurance premium) per \$1,000 of par amount of Series 2018 Bonds from the selling compensation that would have been received based on the Bid Price in the winning bid and the initial reoffering prices. The interest rate for each maturity will not change. The Final Amortization Requirements and the adjusted Bid Price will be communicated to the successful bidder by ____ p.m., Richmond, Virginia time on the day following the sale.

*Preliminary, subject to change.

Serial Bonds and/or Term Bonds

Bidders may provide that all of the Series 2018 Bonds be issued as serial bonds or may provide that any two or more consecutive annual principal amounts be combined into one or more term bonds with annual mandatory sinking fund redemptions in amounts as provided above. Term bonds with overlapping sinking fund installments or sinking fund installments that overlap serial bond maturities will not be permitted.

Mandatory Sinking Fund Redemption

If the successful bidder designates consecutive annual principal amounts to be combined into one or more term bonds, each such term bond shall be subject to mandatory sinking fund redemption at par commencing on _____ of the first year that has been combined to form such term bond and continuing on _____ in each year thereafter until the stated maturity date of that term bond. The amount redeemed in any year shall be equal to the principal amount for such year set forth in the tables above under the caption "Annual Amortization Requirements."

Optional Redemption *

The Series 2018 Bonds maturing on or before _____, 20__, are not subject to optional redemption. The Series 2018 Bonds maturing on and after _____, 20__, will be subject to redemption prior to maturity, at the option of the Authority upon the direction of the County, on or after _____, 20__, in whole or in part (in \$5,000 integrals) at any time, upon payment of [100%] of the principal amount to be redeemed, plus interest accrued to the date fixed for redemption.

If less than all of the Series 2018 Bonds are called for redemption, the Series 2018 Bonds (or principal portions thereof) to be redeemed shall be selected by the Authority (at the direction of the County). If less than all of the Series 2018 Bonds of a particular maturity are called for redemption, DTC or any successor securities depository will select the particular Series 2018 Bonds within each maturity to be redeemed pursuant to its rules and procedures or, if the book-entry system is discontinued, the Series 2018 Bonds to be redeemed will be selected by the Trustee (as hereinafter defined). In either case, each portion of the \$5,000 principal amount is counted as one Series 2018 Bond for such purpose. The Authority (at the direction of the County) will cause notice of the call for redemption identifying the Series 2018 Bonds or portions thereof to be redeemed to be sent by facsimile transmission, registered or certified mail or overnight express delivery, not less than 30 nor more than 60 days prior to the redemption date, to the registered owner thereof. Neither the Authority nor the County shall be responsible for mailing notice of redemption to anyone other than DTC or another qualified securities depository or its nominee unless no qualified securities depository is the registered owner of the Series 2018 Bonds. If no qualified securities depository is the registered owner of the Series 2018 Bonds, notice of redemption shall be mailed to the registered owners of the Series 2018 Bonds by the Trustee. If a portion of a Series 2018 Bond is called for redemption, a new Series 2018 Bond in principal amount equal to the unredeemed portion shall be issued to the registered owner upon the surrender thereof.

Extraordinary Redemption

The Series 2018 Bonds are subject to redemption, in whole or in part at any time, at a redemption price equal to 100% of the principal amount thereof, plus accrued interest to, but not including, the redemption date, on the earliest date for which notice of redemption can be given at the direction of the County, to the extent the County elects to apply Net Proceeds to the prepayment of all or any portion of the Basic Payments due under the Financing Agreement, after damage or destruction to or condemnation of the Property. In the event of a partial extraordinary optional redemption, the Trustee, at the direction of the County, may redeem the Series 2018 Bonds (a) from each maturity then outstanding, to the extent practicable, in the proportion that the principal amount of Series 2018 Bonds of such maturity bears to the total principal amount of all Series 2018 Bonds then outstanding or (b) in inverse order of maturity, and the Trustee shall redeem in accordance with such instructions.

*Preliminary, subject to change.

Bidding Rules; Award of Bonds

Bidders may bid only to purchase all of the Series 2018 Bonds. Bidders are invited to name the rate or rates of interest per annum that the Series 2018 Bonds are to bear in multiples of one-twentieth (1/20) or one-eighth (1/8) of one percent. All Series 2018 Bonds maturing on the same date must bear interest at the same rate. Any number of rates may be named provided that (a) the highest rate of interest may not exceed the lowest rate of interest by more than 3.00%, and (b) the highest rate of interest stated for any maturity may not exceed 5.00% per year. In addition, the Series 2018 Bonds shall bear interest at a “true” or “Canadian” interest cost not to exceed 5.00% (taking into account any original issue discount or premium). No bid for less than 100% of the aggregate principal amount of the Series 2018 Bonds shall be considered. The County, on behalf of the Authority, reserves the right to reject any or all bids (regardless of the interest rate bid), to reject any bid not complying with this Official Notice of Sale and, so far as permitted by law, to waive any irregularity or informality with respect to any bid for the bidding process.

As promptly as reasonably possible after the bids are received, the County, on behalf of the Authority, will notify the bidder to whom the Series 2018 Bonds will be awarded, if and when such award is made. Such bidder, upon such notice, shall advise the County of the initial reoffering prices or yields to the public of each maturity of the Series 2018 Bonds. The winning bid will remain firm for a period of no less than four hours after the time specified for the opening of bids. An award of the Series 2018 Bonds, if made, will be made by the County Administrator within such four hour period or, with the express consent of the winning bidder, such longer time period as deemed necessary.

Unless all bids are rejected, the Series 2018 Bonds will be awarded to the bidder complying with the terms of this Official Notice of Sale and submitting a bid which provides the lowest “true” or “Canadian” interest cost to the Authority. True interest cost shall be determined for each bid by doubling the semiannual interest rate, compounded semiannually, necessary to discount the debt service payments to the Dated Date and to the price bid. If more than one bid offers the same lowest true interest cost, the successful bid will be selected by the County Administrator by lot.

Bids for the Series 2018 Bonds shall not be conditioned upon obtaining insurance or any other credit enhancement. If a bidder proposes to obtain a policy of municipal bond insurance or any other credit enhancement, any such purchase of insurance or commitment therefor shall be at the sole option and expense of the bidder, and the bidder must pay any increased costs of issuance of the Series 2018 Bonds as a result of such insurance or commitment. Any failure by the bidder to obtain such a policy of insurance shall not in any way relieve such bidder of its contractual obligations arising from the acceptance of its bid for the purchase of the Series 2018 Bonds.

Good Faith Deposit

A good faith deposit in the amount of \$_____ (the “Deposit”) is required. The Deposit may be provided in the form of (i) a certified check upon, or a cashier’s, treasurer’s or official check of, a responsible banking institution, payable to the order of the Economic Development Authority of James City County, Virginia (and delivered by ___ p.m., Eastern Time, on _____, 2018, to the Financial Advisor, Davenport & Company LLC, 901 East Cary Street, 11th Floor, Richmond, Virginia 23219 (Attention: Mr. Courtney Rogers) or (ii) a federal funds wire transfer to be submitted to the Authority by the successful bidder not later than ___ p.m., prevailing Eastern time (the “Deposit Deadline”), on the date of sale. Option (ii) is described in more detail below. The Deposit of the successful bidder will be collected and the proceeds thereof retained by the Trustee to be applied in partial payment for the Series 2018 Bonds, and no interest will be allowed or paid upon the amount thereof; provided, however, that in the event the successful bidder shall fail to comply with the terms of its bid, the proceeds thereof will be retained as and for full liquidated damages. Any checks of the unsuccessful bidders will be returned promptly after the Series 2018 Bonds are awarded.

If a federal funds wire transfer is used, the County or the Financial Advisor shall distribute wiring instructions for the Deposit to the successful bidder upon verification of the bids submitted by the bidders and prior to the Deposit Deadline. **The award of the Series 2018 Bonds will be made promptly following the receipt of the federal funds wire.** If the Deposit is not received by the Deposit Deadline, the award of the sale of the Series 2018 Bonds to the successful bidder may be cancelled by the County Administrator in his discretion, upon the

advice of the Financial Advisor, without the Authority incurring any financial liability to such bidder or any limitation whatsoever on the County's right to sell the Series 2018 Bonds to a different purchaser upon such terms and conditions as the Authority shall deem appropriate.

Book-Entry-Only System

The Series 2018 Bonds will be issued by means of a book-entry system with no distribution of physical bond certificates made to the public. One bond certificate for each maturity of the Series 2018 Bonds will be issued to The Depository Trust Company, New York, New York ("DTC"), or its nominee, and immobilized in its custody. The book-entry system will evidence beneficial ownership of the Series 2018 Bonds in principal amounts of \$5,000 or multiples thereof, with transfers of beneficial ownership effected on the records of DTC and its participants pursuant to rules and procedures established by DTC and its participants. Series 2018 Bond certificates registered in the name of Cede & Co. will be deposited with DTC. Interest on the Series 2018 Bonds will be payable from their date semiannually on each _____ and _____, beginning _____, 2018, and principal of the Series 2018 Bonds will be paid annually as set forth above to DTC or its nominee as registered owner of the Series 2018 Bonds. Transfer of principal, premium and interest payments to beneficial owners by participants of DTC will be the responsibility of such participants and other nominees of beneficial owners. Neither the Authority nor the County will be responsible or liable for maintaining, supervising or reviewing the records maintained by DTC, its participants or persons acting through such participants.

DTC may discontinue providing its services as securities depository with respect to the Series 2018 Bonds at any time by giving reasonable notice to the Authority. Under such circumstances, in the event that a successor securities depository is not obtained, Series 2018 Bond certificates are required to be prepared, executed and delivered.

The Authority (at the direction of the County) may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that case, either a successor depository will be selected by the Authority (at the direction of the County) or Series 2018 Bond certificates will be prepared, executed and delivered.

Security

The Series 2018 Bonds will be secured by a Financing Agreement dated as of _____, 2018 (the "Financing Agreement"), between the Authority and the County, pursuant to which the County will undertake, subject to annual appropriation by the County Board of Supervisors of sufficient funds for such purpose, to make payments to the Authority that will be sufficient to pay the principal of and interest on the Series 2018 Bonds as the same shall become due in accordance with their terms. **Neither the Series 2018 Bonds nor the Financing Agreement will constitute a debt of the County or a pledge of the faith and credit or taxing power of the County.**

The Series 2018 Bonds will be issued pursuant to the terms of the Agreement of Trust dated as of June 1, 2016 (the "Master Trust Agreement"), as previously supplemented and as further supplemented by a Second Supplemental Agreement of Trust dated as of _____, 2018 (the "Second Supplemental Trust Agreement" and, together with the Master Trust Agreement, the "Trust Agreement"), both between the Authority and Wilmington Trust, National Association, as trustee (the "Trustee").

As additional security for the Bonds, the County will grant to the Authority a leasehold interest in certain property (the "Collateral Property") pursuant to the terms of a Deed and Agreement of Ground Lease dated as of _____, 2018 (the "Ground Lease"). The Authority will lease the Collateral Property back to the County pursuant to the terms of a Deed and Agreement of Financing Lease dated as of _____, 2018 (the "Financing Lease"). Payments due under the Financing Lease ("Basic Rent and Additional Rent") will be credited in an amount and time to the extent the County makes all of the payments due under the Financing Agreement.

The Authority will assign all of its rights under the Ground Lease and the Financing Lease (except for the right to receive payment of its fees and expenses, to receive indemnification and to receive notices) to the Trustee

for the benefit of the Bondholders and the holders of the Series 2018 Bonds, including (a) its rights to receive Basic Rent, (b) its rights, if any, to receive proceeds of insurance on the Collateral Property, (c) its rights under the Financing Lease to reenter and take possession of the Collateral Property in the event of failure by the County to make a payment of Basic Rent and sell or lease its interest in the Collateral Property and (d) its rights to exercise other remedies upon default by the County.

A more detailed description of the security for the Series 2018 Bonds is set forth in the Authority's Preliminary Official Statement dated the date hereof (the "Preliminary Official Statement").

Delivery of the Bonds

The Series 2018 Bonds will be delivered at the expense of the _____, 2018.

Concurrently with the delivery of the Series 2018 Bonds, the successful bidder will be furnished with (1) a certificate dated the date of delivery of the Series 2018 Bonds, signed by the appropriate Authority and County officials and stating that no litigation of any kind is then pending or, to the best of their information, knowledge and belief, threatened against the Authority or the County to restrain or enjoin the issuance or delivery of the Series 2018 Bonds or the levy or collection of ad valorem taxes, over and above all other taxes authorized and without limitation as to rate or amount on all locally taxable property within the County sufficient to pay when due principal of or interest on the Series 2018 Bonds or in any manner questioning the proceedings and authority under which the Series 2018 Bonds are issued, and (2) a certificate dated the date of delivery of the Series 2018 Bonds, signed by the appropriate County officials, stating that the descriptions and statements in the Official Statement (except in the sections entitled "Litigation" and "Tax Matters" and in Appendix G and the information as to yields and CUSIP numbers on the inside cover page) on the date of the Official Statement and on the date of delivery of the Series 2018 Bonds were and are true and correct in all material respects, did not and do not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make such descriptions and statements, in light of the circumstances under which they were made, not misleading. Such certificate will also state however, that such County officials did not independently verify the information indicated in the Official Statement as having been obtained or derived from sources other than the County and its officers but that they have no reason to believe that such information is not accurate.

The County Attorney will also furnish to the successful bidder concurrently with the delivery of the Series 2018 Bonds a certificate dated the date of delivery of the Series 2018 Bonds, stating that the statements relating to the County contained in the section entitled "Litigation" on the date of the Official Statement and on the date of delivery of the Series 2018 Bonds were and are true and correct in all material respects and did not and do not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make such statements, in light of the circumstances under which they were made, not misleading.

Certificates of Winning Bidder

The successful bidder must, by facsimile transmission or overnight delivery received by the County within 24 hours after receipt of bids for the Series 2018 Bonds, furnish the following information to complete the Official Statement in final form, as described below:

- A. The offering prices for the Series 2018 Bonds (expressed as the price or yield per maturity).
- B. Selling compensation (aggregate total anticipated compensation to the underwriters expressed in dollars, based on the expectation that all Series 2018 Bonds are sold at the prices or yields described in Subpart A above).
- C. The identity of the underwriters if the successful bidder is a part of a group or syndicate.
- D. Any other material information necessary to complete the Official Statement in final form but not known to the County.

Prior to delivery of the Series 2018 Bonds, the successful bidder shall furnish to the Authority a certificate, in form acceptable to bond counsel, to the effect that successful bidder has complied with Rule G-37 of the Municipal Securities Rulemaking Board (the “MSRB”) with respect to the Authority and County.

Certificate of Issue Price

Unless other arrangements are made with the Hunton Andrews Kurth LLP, Bond Counsel, at least 24 hours in advance of the delivery date of the Series 2018 Bonds, the successful bidder shall complete, execute and deliver to the Authority, on or before the delivery date of such Series 2018 Bonds, a certificate as to the “issue price” of the Series 2018 Bonds, substantially in the form attached hereto as Exhibit A (the “Issue Price Certificate”). In the event a successful bidder will not reoffer such Series 2018 Bonds for sale or is otherwise unable to deliver such form of certificate, the Issue Price Certificate may be modified in a manner approved by, and at the discretion of, the County (on behalf of the Authority) and Hunton Andrews Kurth LLP. Each bidder, by submitting its bid for the Series 2018 Bonds, agrees to complete, execute and deliver an Issue Price Certificate at delivery of the Series 2018 Bonds, if its bid is accepted by the County (on behalf of the Authority). It will be the responsibility of the successful bidder to institute such syndicate reporting requirements, to make such investigations, or otherwise ascertain the facts necessary to enable it to make such certificate with reasonable certainty. In addition to executing and delivering an Issue Price Certificate, the winning bidder may be required to (a) demonstrate that it has made a bona fide offering of all such Series 2018 Bonds to the public (excluding bond houses, brokers, or similar persons or organizations acting in the capacity of underwriters or wholesalers) at prices no higher than, or yields no lower than, the initial public offering prices, (b) provide an explanation of why any Series 2018 Bonds sold by the successful bidder between the Date of Sale and the date of the delivery were sold for a price higher than, or a yield lower than, the initial public offering prices, and (c) provide information regarding the initial purchasers of the Series 2018 Bonds, particularly information sufficient to enable the County (on behalf of the Authority) and Hunton Andrews Kurth LLP to determine that such purchasers are the “public.” Any questions concerning the Issue Price Certificate should be directed, not later than 24 hours before the Date of Sale, to Christopher G. Kulp, of Hunton Andrews Kurth LLP, 804-788-8742.

CUSIP Numbers

It shall be the obligation of the successful bidder to furnish to DTC an underwriter questionnaire and to the County the CUSIP numbers for the Series 2018 Bonds within two business days following the date of award. It is anticipated that CUSIP identification numbers will be printed on the Series 2018 Bonds, but neither the failure to print such numbers on any Series 2018 Bond nor any error with respect thereto shall constitute cause for failure or refusal by the successful bidder thereof to accept delivery of and pay for the Series 2018 Bonds in accordance with the terms of its bid. All expenses in connection with the assignment of CUSIP numbers shall be paid by the successful bidder.

Official Statement

The County (on behalf of the Authority) will furnish the successful bidder, at the expense of the County, up to 200 copies of the final Official Statement within seven business days from the date of the award of the Series 2018 Bonds, as specified in Rule 15c2-12 (the “Rule”) of the Securities and Exchange Commission (the “SEC”) and the rules of the MSRB; provided that minor delays in furnishing such final Official Statement will not be a basis for failure to pay for and accept delivery of the Series 2018 Bonds. Additional copies will be made available at the successful bidder’s request and expense. Neither the Authority nor the County assumes any responsibility or obligation for the distribution or delivery of the Official Statement to anyone other than the successful bidder.

The successful bidder, by executing the Official Bid Form, agrees to provide two copies of the Official Statement (with any required forms) to the MSRB or its designee no later than ten business days following the Date of Sale. The successful bidder shall notify the County as soon as practicable of (1) the date which is the end of the underwriting period (such “underwriting period” is described in the Rule) and (2) the date of filing of the Official Statement with the MSRB or its designee.

If the Series 2018 Bonds are awarded to a syndicate, the County (on behalf of the Authority) will designate the senior managing underwriter of the syndicate as its agent for purposes of distributing copies of the Official

Statement to each participating underwriter. Any underwriter executing and delivering a bid form with respect to the Series 2018 Bonds agrees thereby that if its bid is accepted it shall accept such designation and shall enter into a contractual relationship with all participating underwriters for the purposes of assuring the receipt and distribution by each such participating underwriter of the Official Statement, unless another firm is so designated by the syndicate in writing and approved by the County.

Legal Opinion

The approving opinion of Hunton Andrews Kurth LLP, Richmond, Virginia, with respect to the Series 2018 Bonds will be furnished to the successful bidder, at the expense of the County, and will state that the Series 2018 Bonds constitute valid and binding limited obligations of the Authority payable as to both principal and interest solely from Basic Payments, certain Additional Payments (each as defined in the Financing Agreement) and other funds pledged under the Trust Agreement. The Series 2018 Bonds do not create or constitute a debt or pledge of the faith and credit of the Commonwealth of Virginia or any political subdivision thereof, including the Authority and the County.

The opinion will also state that (a) the Trust Agreement and the Financing Agreement have been duly authorized, executed and delivered by, and constitute valid and binding obligations of, the Authority and the County, as applicable, and are enforceable against the Authority and the County in accordance with their terms, (b) the County's undertaking to make Basic Payments and Additional Payments under the Financing Agreement, or to make Basic Rent and Additional Rent under the Financing Lease, is subject to and dependent upon the County Board making annual appropriations for such purpose, and (c) such obligation does not constitute a debt of the County within the meaning of any constitutional or statutory limitation or a liability of or a lien or charge upon funds or property of the County beyond any fiscal year for which the County Board has appropriated moneys for such purpose.

The opinion will further state that the rights of holders of the Series 2018 Bonds and the enforceability of such rights, including the enforcement by the Trustee of the obligations of the Authority and the County under the Trust Agreement, the Financing Agreement and the Financing Lease, as applicable, may be limited or otherwise affected by (a) bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other laws affecting the rights of creditors generally and (b) principles of equity, whether considered at law or in equity, and by public policy.

Tax Matters

The Official Statement relating to the Series 2018 Bonds contains a discussion of the effect of the Internal Revenue Code of 1986, as amended, on the exclusion from gross income of interest on the Series 2018 Bonds and a discussion of the opinion of Hunton Andrews Kurth LLP insofar as it concerns such exclusion.

Federal and State Securities Laws

No action has been taken to qualify the Series 2018 Bonds under the federal securities laws.

Continuing Disclosure

For purposes of the Rule, the County is an obligated person with respect to the Series 2018 Bonds. The County will agree, pursuant to the Continuing Disclosure Agreement, to provide certain annual financial information and operating data and notices of the occurrence of certain events, if material. A description of these undertakings is set forth in the Preliminary Official Statement for the Series 2018 Bonds and will also be set forth in the final Official Statement for the Series 2018 Bonds (See Appendix F of the Preliminary Official Statement).

Additional Information

For further information relating to the Series 2018 Bonds, the Authority and the County, reference is made to the Authority's Preliminary Official Statement. The Authority has deemed the Preliminary Official Statement to be final as of its date within the meaning of the Rule, except for the omission of certain pricing and other information permitted to be omitted pursuant to the Rule. The Official Bid Form and the Preliminary Official Statement may be obtained from the Financial Advisor, Davenport & Company LLC (telephone 804-697-2900).

**ECONOMIC DEVELOPMENT AUTHORITY OF
JAMES CITY COUNTY, VIRGINIA**

By: Board of Supervisors of James City County, Virginia

Dated _____, 2018.

EXHIBIT A-1

[For use in competitive sale where at least 3 qualifying bids are received]

PROPOSED FORM OF UNDERWRITER'S CERTIFICATE

In connection with the purchase by _____ (the "Underwriter") of the \$_____ Public Facility Revenue and Refunding Bonds (County Government Projects), Series 2018 (the "Bonds"), issued and sold by the Economic Development Authority of James City County, Virginia (the "Issuer"), on the date hereof, the undersigned authorized representative of the Underwriter certifies as follows:

1. The Underwriter purchased the Bonds from the Issuer at a price of \$_____ (calculated as the original principal amount of \$_____, plus net original issue premium of \$_____, and less the Underwriter's discount of \$_____).

2. On _____, 2018 (the "Sale Date"), the Underwriter made a bona fide offering of all the Bonds of each Maturity to the Public (as defined below) reflecting the following terms:

Maturity (September 15)	Principal Amount	Interest Rate	Yield	Price (%)
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*Yield reflects Bonds priced to the first optional call date of September 15, _____.

3. As of the Sale Date, the reasonably expected initial offering prices of the Bonds to the Public are the prices (expressed as a percentage of the principal amount) listed above (the "Expected Offering Prices"). The Expected Offering Prices are the prices for the Maturities of the Bonds used by the Underwriter in formulating its bid to purchase the Bonds. Attached as Schedule I is a true and correct copy of the bid provided by the Underwriter to purchase the Bonds.

4. The Underwriter was not given the opportunity to review the other bids submitted to the Issuer prior to submitting its own bid.

5. The bid submitted by the Underwriter constituted a firm offer to purchase the Bonds.

6. All capitalized terms used but not otherwise defined herein shall have the meanings given in the Non-Arbitrage and Tax Compliance Certificate of the Issuer for the Bonds, a copy of which we have reviewed. In addition, the following capitalized terms shall have the following meanings for purposes of this Certificate:

(a) **“Maturity”** means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(b) **“Public”** means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter.

(c) For purposes of this certificate a purchaser of any of the Bonds is a **“related party”** to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

(d) **“Underwriter”** means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

We understand that the foregoing information will be relied upon by (i) the Issuer in establishing, among other things, the “issue price” of the Bonds within the meaning of Section 1273 of the Internal Revenue Code of 1986, as amended (the “Code”), and certain other expectations with respect to the Bonds for purposes of Section 148 of the Code set forth in the Non-Arbitrage and Tax Compliance Certificate and (ii) Hunton Andrews Kurth LLP, Richmond, Virginia, in connection with rendering its opinion to the Issuer that the interest on the Bonds is not includable in gross income of the owners thereof for federal income tax purposes. The undersigned is certifying only as to facts in existence on the date hereof. Nothing herein represents the undersigned’s interpretation of any laws, in particular the regulations under the Code or the application of any laws to these facts. The certifications contained herein are not necessarily based on personal knowledge, but may instead be based on either inquiry deemed adequate by the undersigned or institutional knowledge (or both) regarding the matters set forth herein. Although certain information furnished in this Certificate has been derived from other purchasers, bond houses and brokers and cannot be independently verified by us, we have no reason to believe it to be untrue in any material respect.

Dated _____, 2018.

[Name of Winning Bidder]

By: _____

Name: _____

Title: _____

[Attachment – Schedule I – Copy of Bid]

EXHIBIT A-2

[For use in competitive sale where fewer than 3 qualifying bids are received]

PROPOSED FORM OF UNDERWRITER'S CERTIFICATE

In connection with the purchase by _____ (the "Underwriter") of the \$ _____ Public Facility Revenue and Refunding Bonds (County Government Projects), Series 2018 (the "Bonds"), issued and sold by the Economic Development Authority of James City County, Virginia (the "Issuer"), on the date hereof, the undersigned authorized representative of the Underwriter certifies as follows:

1. The Underwriter purchased the Bonds from the Issuer at a price of \$ _____ (calculated as the original principal amount of \$ _____, plus net original issue premium of \$ _____, and less the Underwriter's discount of \$ _____).

2. On _____, 2018 (the "Sale Date"), the Underwriter made a bona fide offering of all the Bonds of each Maturity to the Public (as defined below) reflecting the following terms:

Maturity (September 15)	Principal Amount	Interest Rate	Yield	Price (%)
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* Yield reflects Bonds priced to the first optional call date of September 15, _____.

3. (a) The Underwriter offered each Maturity of the Bonds to the Public for purchase at the respective initial offering prices listed above (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule I.

(b) As set forth in the Official Notice of Sale, the Underwriter has agreed in writing that, (i) for each Maturity of the Bonds, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Bonds at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

(c) The Underwriter has an established industry reputation for underwriting new issuances of municipal bonds.

4. All capitalized terms used but not otherwise defined herein shall have the meanings given in the Non-Arbitrage and Tax Compliance Certificate of the Issuer for the Bonds, a copy of which we have reviewed. In addition, the following capitalized terms shall have the following meanings for purposes of this Certificate:

(a) **“Holding Period”** means for each Maturity of the Bonds, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date, or (ii) the date on which the Underwriter has sold at least 10% of each Maturity of the Bonds to the Public at prices that are no higher than the Initial Offering Price for such Maturity.

(b) **“Maturity”** means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(c) **“Public”** means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter.

(d) For purposes of this certificate a purchaser of any of the Bonds is a **“related party”** to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

(e) **“Underwriter”** means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

We understand that the foregoing information will be relied upon by (i) the Issuer in establishing, among other things, the “issue price” of the Bonds within the meaning of Section 1273 of the Internal Revenue Code of 1986, as amended (the “Code”), and certain other expectations with respect to the Bonds for purposes of Section 148 of the Code set forth in the Non-Arbitrage and Tax Compliance Certificate and (ii) Hunton Andrews Kurth LLP, Richmond, Virginia, in connection with rendering its opinion to the Issuer that the interest on the Bonds is not includable in gross income of the owners thereof for federal income tax purposes. The undersigned is certifying only as to facts in existence on the date hereof. Nothing herein represents the undersigned’s interpretation of any laws, in particular the regulations under the Code or the application of any laws to these facts. The certifications contained herein are not necessarily based on personal knowledge, but may instead be based on either inquiry deemed adequate by the undersigned or institutional knowledge (or both) regarding the matters set forth herein. Although certain information furnished in this Certificate has been derived from other purchasers, bond houses and brokers and cannot be independently verified by us, we have no reason to believe it to be untrue in any material respect.

Dated _____, 2018.

[Name of Winning Bidder]

By: _____

Name: _____

Title: _____

[Attachment – Schedule I – Copy of pricing wire or equivalent communication]