

VIRGINIA:

IN THE CIRCUIT COURT FOR THE COUNTY OF BEDFORD, VIRGINIA

IN RE:

THE BOARD OF DIRECTORS OF THE
BEDFORD REGIONAL WATER AUTHORITY
Up to \$35,500,000 Taxable Water System
Revenue Bond, Series 2015

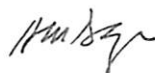
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) Case No. CL15000353-00
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PETITION

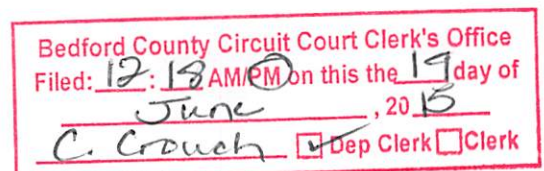
The Bedford Regional Water Authority (the "Authority"), a public service authority formed and existing in accordance with the provisions of Chapter 51 of Title 15.2 of the Code of Virginia, 1950, as amended, the Virginia Water and Waste Authorities Act §§ 15.2-5100-15.2-5158 (the "Act"), by counsel, hereby files, pursuant to Virginia Code Section 15.2-5126, a certified copy of the resolution of the Authority authorizing the issuance of the Authority's up to \$35,500,000 Taxable Water System Revenue Bond, Series 2015.

Respectfully submitted,

THE BOARD OF DIRECTORS OF THE
BEDFORD REGIONAL WATER AUTHORITY

By: 
Of Counsel

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**Bedford
Regional
Water Authority**

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(540) 586-7679 (phone)
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www.brwa.com

RESOLUTION MEMORANDUM

To: BRWA Board of Directors
From: Brian M. Key, Executive Director
Date: June 9, 2015
Re: Resolution 2015-06.01 – VRA Financing

Attached is the above stated resolution for your consideration. This resolution is to approve VRA financing that is tentatively scheduled for pricing on July 28, 2015 and closing on August 19, 2015.

The adopted resolution is due to VRA by June 25, 2015 for participation in the Summer Pool



RESOLUTION
2015-06.01
VRA Financing

BOND RESOLUTION PROVIDING FOR THE ISSUANCE, SALE AND AWARD OF A TAXABLE WATER SYSTEM REVENUE BOND, SERIES 2015, OF THE BEDFORD REGIONAL WATER AUTHORITY, IN THE PRINCIPAL AMOUNT OF UP TO \$35,500,000 AND PROVIDING FOR THE FORM, DETAILS AND PAYMENT THEREOF

At a regular meeting of the Bedford Regional Water Authority ("Authority") Board of Directors, held in the Board Meeting Room at the Authority's Administrative Annex Building on the 16th day of June 2015, beginning at 7:00pm:

WHEREAS, the Bedford Regional Water Authority (the "Authority"), a public body politic and corporate, formed and existing in accordance with the provisions of Virginia Water and Waste Authorities Act, Chapter 51 of Title 15.2 of the Code of Virginia, 1950 (the "Act") has determined to authorize the issuance of its Taxable Water System Revenue Bond (the "Local Bond") in the aggregate principal amount of up to \$35,500,000 to finance the acquisition, construction and installation of the Smith Mountain Lake Water Treatment Plant (the "WTP") and Pipelines (the "Pipelines"), including related engineering and design services, which will deliver an anticipated initial finished water flow of approximately 3,000,000 gallons per day ("3 MGD") for the Authority and for the Western Virginia Water Authority (the "WVWA"), with provision for future expansion of the WTP; with the capability of providing finished water from the WTP to the Authority's Lakes Service Area as well as to provide a redundant supply of finished water to other service areas in Bedford County; with the ability to pump finished water to the Lakes Service Area in the event of an emergency; and to finance related expenses of issuance and financing (the "Project"); and,

WHEREAS, the Authority, pursuant to the Act, has determined to issue such Taxable Water System Revenue Bond, Series 2015 (the "Local Bond") to finance the Project and pay issuance costs for the Local Bond; and,

WHEREAS, the Authority is applying for the purchase by the Virginia Resources Authority ("VRA") of the Local Bond, and VRA, subject to final credit approval, has indicated its willingness to purchase such bond from the proceeds of its Infrastructure and State Moral Obligation Revenue Bonds (Virginia Pooled Financing Program), Series 2015B (or subsequent series if not purchased on the VRA Sale Date defined below) (as more particularly described in the below-defined Financing Agreement, the "VRA Bonds"), in accordance with the terms of a Local Bond Sale and Financing Agreement to be dated as of a date specified by VRA, between VRA and the Authority (the "Financing Agreement"), the form of which has been presented to this meeting; and,

WHEREAS, VRA has advised the Authority that the sale of the VRA Bonds is tentatively scheduled for July 28, 2015, but may occur, subject to market conditions, at any time between July 5, 2015 and August 3, 2015 (the "VRA Sale Date"), and, in the event the Local Bond is not purchased by VRA on such date, the Local Bond may be sold to VRA under substantially the same terms and conditions at a later date; and that VRA's objective is to pay the Authority a purchase price for the Local Bond which in VRA's judgment reflects its market value (the "Purchase Price Objective") taking into



consideration such factors as the purchase price received by VRA for the VRA Bonds, the issuance costs of the VRA Bonds (consisting of the underwriters' discount and other costs incurred by VRA) (collectively, the "VRA Costs"), and other market conditions relating to the sale of the VRA Bonds; and,

WHEREAS, such factors are expected to result in the Authority's receiving a purchase price other than the par amount of the Local Bond and consequently (i) the aggregate principal amount of the Local Bond may be greater or less than the Proceeds Requested in order to receive an amount of proceeds that is substantially equal to the Proceeds Requested, or (ii) if the maximum authorized principal amount of the Local Bond set forth in Section 3 of this Resolution does not exceed the Proceeds Requested by at least the VRA Costs and any original issue discount, the amount to be paid to the Authority, given the Purchase Price Objective and market conditions, will be less than the Proceeds Requested; and,

WHEREAS, the Financing Agreement shall indicate that the sum now estimated to be \$29,150,000 plus an amount sufficient to provide for (1) capitalized interest and (2) a maximum annual debt service reserve fund (or such other amount as requested by the Authority and approved by VRA prior to pricing the VRA Bonds) is the amount of proceeds requested plus costs of issuance (the "Proceeds Requested") from VRA; and,

WHEREAS, the Financing Agreement will provide that the terms of the Local Bond will not exceed the parameters set forth below in Section 3.

BE IT RESOLVED BY THE BOARD MEMBERS OF THE BEDFORD REGIONAL WATER AUTHORITY AS FOLLOWS:

1. Issuance of Bond and Use of Proceeds. Pursuant to the Act, the Authority hereby provides for the issuance and sale of its Taxable Water System Revenue Bond, Series 2015, in the principal amount of up to \$35,500,000 to provide funds to finance the Project and to pay issuance and financing costs incurred in issuing such bond. Such Local Bond is being issued pursuant to the Act and this resolution.

2. Authorization of Financing Agreement and Support Agreement. The form of the Financing Agreement is hereby approved. The Authority's Chair, Vice Chair or Executive Director, each of whom is authorized to act, are authorized to execute the Financing Agreement in substantially such form, with such completions, omissions, insertions and changes not inconsistent with this Bond Resolution as may be approved by the Authority Chair, Vice Chair or Executive Director, whose approval shall be evidenced conclusively by the execution and delivery thereof. The Chair, Vice Chair or Executive Director, each of whom is authorized to act, are authorized and directed to make such certifications and take such further action as may be necessary or convenient to cause the issuance and sale of the Local Bond and the financing and construction of the Project. The issuance and sale of the Local Bond to VRA shall be upon the terms and conditions of the Financing Agreement. The proceeds of such bond shall be applied in the manner set forth in the Financing Agreement. All capitalized terms used but not defined herein shall have the same meaning as set forth in the Financing Agreement. The Chair, Vice Chair or Executive Director, either of whom may act, are hereby named Local Representatives of the Authority.

3. **Bond Details.** The Local Bond shall be issued as a single, registered bond, shall be designated "Bedford Regional Water Authority Taxable Water System Revenue Bond, Series 2015," shall be numbered R-1, shall be dated the date that is thirty (30) days prior to the closing of the VRA Bonds, shall be in the principal amount not to exceed \$35,500,000 and shall mature no later than October 1, 2045. The Authority authorizes the issuance and sale of the Local Bond on terms as shall be determined by VRA subject to VRA's Purchase Price Objective and market conditions described in the Recitals of this Bond Resolution; provided, however, that the Local Bond (i) shall have a "true" interest cost not to exceed five percent (5%) (exclusive of "supplemental interest" as provided in the Financing Agreement) and (ii) shall be subject to payment upon the terms set forth in the Financing Agreement. Subject to the preceding terms, the Authority further authorizes its Chair or Vice Chair, each of whom is authorized to act, to accept the final terms presented by VRA including (a) the final principal amount of the Local Bond and (b) the amortization schedule (including the principal installment dates and amounts) for the Local Bond. The Authority authorizes the issuance and sale of the Local Bond to VRA. The Authority Chair or Vice Chair, either of whom may act, are hereby authorized to execute and deliver the Local Bond, which shall be in substantially the form approved by the Chair or Vice Chair, with such completions, omissions, insertions and changes not inconsistent with this Bond Resolution as may be approved by the Chair or Vice Chair.

As set forth in the Financing Agreement, the Authority agrees to pay such "supplemental interest" and other charges as provided therein, including such amounts as may be necessary to maintain or replenish any VRA Reserve. The principal of and premium, if any, and interest on the Local Bond shall be payable in lawful money of the United States of America.

4. **Payment and Redemption Provisions.** The principal of and premium, if any, and interest on the Local Bond shall be payable as set forth in the Financing Agreement. The Authority may, at its option, redeem, prepay or refund the Local Bond upon the terms set forth in the Financing Agreement and in the Local Bond.

5. **Execution and Form of Local Bond.** The Local Bond shall be signed by the Authority Chair or Vice Chair and the Authority's seal shall be affixed thereon and attested by the Secretary of the Authority. The Local Bond shall be issued as a typewritten bond in substantially the form of **Exhibit A** attached hereto, with such completions, omissions, insertions and changes not inconsistent with this Bond Resolution as may be approved by the Chair or Vice Chair whose approval shall be evidenced conclusively by the execution and delivery of the Local Bond.

6. **Revenues Pledged; Disclaimer.** Subject to the right of the Authority to apply its water and sewer revenues (the "Revenues" as defined in the Financing Agreement) to the payment of Operation and Maintenance Expenses (as defined in the Financing Agreement), the Authority hereby irrevocably pledges the Revenues to the payment of principal of and premium, if any, and interest on the Local Bond. Principal of, and premium, if any, and interest on the Local Bond are payable solely from the Revenues and other sources pledged thereto in the Financing Agreement and this Bond Resolution. Neither the faith and credit of the Commonwealth of Virginia nor the faith and credit of any county, city, town or other subdivision of the Commonwealth of Virginia, including the Authority, the Town of Bedford and Bedford County, Virginia are pledged to the payment of the principal of or premium, if any, or interest on the Local Bond or other costs incident to it. The issuance of the Local Bond shall not directly or indirectly or contingently obligate the Commonwealth of Virginia, the Town of Bedford, Bedford



County, Virginia, or any other county, city, town or other subdivision of the Commonwealth of Virginia to levy any taxes whatever therefor or to make any appropriation for its payment except from the Revenues and any other funds or property pledged for such purpose under the provisions of the Bond Resolution or the Financing Agreement.

Pursuant to Virginia Code § 15.2-5140 of the Act, all moneys received pursuant to the Act shall be deemed to be trust funds, to be held and applied solely as provided in the Act. Any officer to whom, or any bank, trust company or fiscal agent to which, such moneys are paid shall act as trustee of such moneys and shall hold and apply the same for purposes provided in the Act, subject to such regulations as such resolution or trust agreement may provide.

Reference is made to the Financing Agreement and all amendments and supplements to them for a description of the provisions, among others, with respect to the nature and extent of the security for the Local Bond, the Authority's rights, duties and obligations, the rights of the registered owners of the Local Bond and the terms upon which the Local Bond is issued and secured.

7. Preparation of Printed Local Bond. The Authority shall initially issue the Local Bond in typewritten form. Upon request of the registered owner and upon presentation of the Local Bond at the office of the Registrar (as hereinafter defined), the Authority shall arrange to have prepared, executed and delivered in exchange as soon as practicable the Local Bond in printed form in an aggregate principal amount equal to the unpaid principal of the Local Bond in typewritten form, in denominations of \$5,000 and multiples thereof, of the same form and maturity and registered in such names as requested by the registered owners or their duly authorized attorneys or legal representatives. The printed Local Bond may be executed by manual or facsimile signature of the Chair or Vice Chair and the Authority's seal affixed thereto and attested by the Secretary of the Authority; provided, however, that if both such signatures are facsimiles, no Local Bond shall be valid until it has been authenticated by the manual signature of the Registrar and the date of authentication noted thereon. The typewritten Local Bond surrendered in any such exchange shall be canceled.

8. Registration and Transfer of the Local Bond. The Authority appoints the Authority Treasurer as paying agent and registrar (the "Registrar") for the Local Bond. If deemed to be in its best interest, the Authority may at any time appoint a qualified bank or trust company as successor Registrar. Upon surrender of the Local Bond at the office of the Registrar, together with an assignment duly executed by the registered owner or its duly authorized attorney or legal representative in such form as shall be satisfactory to the Registrar, the Authority shall execute, and the Registrar shall authenticate and deliver in exchange, a new Local Bond or Local Bonds having an equal aggregate principal amount, of the same form and maturity, bearing interest at the same rates and registered in such name as requested by the then registered owner or its duly authorized attorney or legal representative. Any such exchange shall be at the expense of the Authority, except that the Registrar may charge the person requesting such exchange the amount of any tax or other governmental charge required to be paid with respect thereto.

The Registrar shall treat the registered owner as the person or entity exclusively entitled to payment of principal, premium, if any, or interest and the exercise of all other rights and powers of the owner, except that installments shall be paid to the person or entity shown as owner on the registration books on the 15th day of the month preceding each principal payment date.

9. **Mutilated, Lost or Destroyed Local Bond.** If the Local Bond has been mutilated, lost or destroyed, the Authority shall execute and deliver a new Local Bond of like date and tenor in exchange and substitution for, and upon cancellation of, such mutilated Local Bond or in lieu of and in substitution for such lost or destroyed Local Bond; provided, however, that the Authority shall so execute and deliver only if the registered owner has paid the reasonable expenses and charges of the Authority in connection therewith and, in the case of a lost or destroyed Local Bond, (a) has filed with the Authority evidence satisfactory to the Authority that such Local Bond was lost or destroyed and (b) has furnished to the Authority satisfactory indemnity.

10. **Preparation and Delivery of Local Bond.** The Chair or Vice Chair and the Secretary of the Authority are authorized and directed to take all proper steps to have the Local Bond prepared and executed in accordance with its terms and to deliver it to VRA as the purchaser thereof upon receipt of the purchase price from VRA as set forth in the Financing Agreement.

11. **Arbitrage Covenants.** The Authority covenants that it shall not take or omit to take any action the taking or omission of which will cause the VRA Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, and regulations issued pursuant thereto (the "Code"), or otherwise cause interest on the VRA Bonds to be includable in the gross income of the registered owner thereof under existing law. Without limiting the generality of the foregoing, the Authority shall comply with any provision of the Tax Compliance Agreement (as hereinafter defined) that may require the Authority at any time to rebate to the United States any part of the earnings derived from the investment of the gross proceeds of the Local Bond, unless the Authority receives an opinion of nationally recognized bond counsel that such compliance is not required to prevent interest on the VRA Bonds from being included in the gross income for federal income tax purposes of the registered owners thereof under existing law. The Authority shall pay any such required rebate from legally available funds.

12. **Tax Compliance Agreement.** Such officers of the Authority as may be requested are authorized and directed to execute and deliver a nonarbitrage certificate and tax compliance agreement (the "Tax Compliance Agreement") in a form not inconsistent with this Resolution as may be approved by the officers of the Authority executing such document, whose approval shall be evidenced conclusively by the execution and delivery thereof.

13. [Intentionally Left Blank]

14. **Official Statement.** The Authority authorizes and consents to the inclusion of information with respect to the Authority contained in VRA's Preliminary Official Statement and VRA's Official Statement in final form, both prepared in connection with the sale of the VRA Bonds.

15. [Intentionally Left Blank]

16. **SNAP Investment Authorization.** The Authority has heretofore received and reviewed the Information Statement (the "Information Statement") describing the State Non-Arbitrage Program of the Commonwealth of Virginia ("SNAP") and the Contract Creating the State Non-Arbitrage Program Pool I (the "Contract"), and the Authority has determined to



authorize the Authority Treasurer to utilize SNAP in connection with the investment of the proceeds of the Local Bond. The Authority acknowledges the Treasury Board of the Commonwealth of Virginia is not and shall not be, in any way liable to the Authority in connection with SNAP, except as otherwise provided in the Contract.

17. **Official Intent to Reimburse.** The Authority intends that the adoption of this Resolution confirms the "official intent" within the meaning of Treasury regulations section 1.150-2 promulgated under the Code.

18. **All Other Action Approved.** All other actions of Authority officials in conformity with the purposes and intent of this Bond Resolution and in furtherance of the issuance and sale of the Local Bond are ratified, approved and confirmed. The Authority officials are authorized and directed to execute and deliver all certificates and other instruments considered necessary or desirable in connection with the issuance, sale and delivery of the Local Bond pursuant to this Bond Resolution and the Financing Agreement.

19. **Effective Date.** This Bond Resolution shall take effect immediately.

Member Flynn made a motion to approve this Resolution.

Member Wells made a Second to approve.

Board Member Votes: 7 Aye 0 Nay 0 Abstain

CERTIFICATION

The undersigned secretary of the Bedford Regional Water Authority does hereby certify that the foregoing is a true, complete, and correct Resolution adopted by a vote of a majority of the Directors of the Bedford Regional Water Authority, present at a regular meeting of the Board of Directors of the Bedford Regional Water Authority duly called and held June 16, 2015 at which a quorum was present and acting throughout, and that the same has not been amended or rescinded and is in full force and effect as of the date of the above mentioned meeting.




Brian M. Key, Secretary,
Bedford Regional Water Authority



EXHIBIT A TO BOND RESOLUTION
[form of bond]

Interest in this bond is intended by the issuer thereof to be included in gross income for federal income tax purposes.

REGISTERED
R-1

REGISTERED
July 19, 2015

UNITED STATES OF AMERICA
COMMONWEALTH OF VIRGINIA
BEDFORD REGIONAL WATER AUTHORITY \$35,500,000 TAXABLE WATER SYSTEM
REVENUE BOND, SERIES 2015

REGISTERED OWNER:

VIRGINIA RESOURCES AUTHORITY

MAXIMUM PRINCIPAL AMOUNT:

THIRTY-FIVE MILLION FIVE HUNDRED
THOUSAND AND 00/100 DOLLARS
(\$35,500,000.00)

BEDFORD REGIONAL WATER AUTHORITY, a public body politic and corporate of the Commonwealth of Virginia (the "Authority"), for value received, promises to pay, solely from the revenues and other property pledged to the payment of this bond, to the registered owner of this Bond or legal representative, the principal amount stated above, together with interest thereon at the annual rates set forth in Schedule I below.

Principal of this bond shall be payable in annual installments in the amounts and on the dates set forth in Schedule I attached hereto. Interest on this bond shall be payable on each October 1, commencing October 1, 2015, (interest only) computed on the basis of a 360-day year of twelve 30-day months at the rates set forth in Schedule I.

If any installment of principal of or interest on this Bond is not paid to the registered owner of this Bond within ten days after its due date, the Authority shall pay to the registered owner of this Bond a late payment charge in an amount equal to five percent (5%) of the overdue installment.

The principal of and interest on this Bond is payable in lawful money of the United States.

Unless otherwise defined, each capitalized term in this Bond shall have the same meaning given it in the Financing Agreement.

The issuance of this Bond has been duly authorized by the Board of the Authority by a resolution adopted June 16, 2015 (the "Bond Resolution"), under the Virginia Water and Waste



Authorities Act, Chapter 51 of Title 15.2 of the Code of Virginia, 1950. This Bond is issued pursuant to the terms of the Bond Resolution and a Local Bond Sale and Financing Agreement to be dated as of a date to be agreed between the Authority and VRA (the "Financing Agreement"), between the Authority and the Virginia Resources Authority ("VRA"), to evidence a loan by VRA to the Authority. The Authority will use the proceeds of the Bond, along with other available funds, if any, to finance the Project and to pay the issuance costs of the Bond.

If any failure of the Authority to pay all or any portion of any required payment of the principal of or premium, if any, or interest on this Bond results in a withdrawal from or a drawing on any VRA Reserve, the interest rates applicable to this Bond shall be increased to interest rates sufficient to reimburse the VRA Reserve for any foregone investment earnings on the funds withdrawn therefrom and/or pay any interest, fees or penalties assessed as a result of the withdrawal from or drawing on the VRA Reserve. The increment of interest payable pursuant to the increase in rates shall be referred to as "Supplemental Interest." The Authority's obligation to pay Supplemental Interest shall commence on the date of the withdrawal or drawing of funds from the VRA Reserve occasioned by the Authority's failure to pay a required payment or portion thereof as described above (the "Supplemental Interest Commencement Date"). The Authority's obligation to pay Supplemental Interest shall terminate on the date on which the Authority remedies such failure to pay by making all payments required but outstanding since the date of such failure to pay (the "Supplemental Interest Termination Date"). From the Supplemental Interest Commencement Date to the Supplemental Interest Termination Date, Supplemental Interest shall be due and payable on the regularly scheduled interest payment dates provided for in this Bond. As soon as reasonably possible after the Supplemental Interest Commencement Date and before the next regularly scheduled interest payment date provided for in this Bond, VRA shall deliver to the Authority a certificate as to the increase in interest rates and the amount of Supplemental Interest. The certificate shall set forth in reasonable detail the basis for the increase in interest rates and the manner of calculation of the increase and the amount of Supplemental Interest. Such certificate shall be conclusive (absent manifest error) as to the interest rate increase and amount of Supplemental Interest set forth therein. In determining the interest rate increase and the amount of Supplemental Interest, VRA may use any reasonable averaging and attribution methods. This Bond is a limited obligation of the Authority and, except to the extent payable from the proceeds of the sale of the Bond or the income, if any, derived from the investment thereof, is payable exclusively from the revenues (as more particularly defined in the Financing Agreement, the "Revenues") derived by the Authority from the ownership and operation of its water and sewer system (as more particularly defined in the Financing Agreement, the "System"). **NEITHER THE COMMONWEALTH OF VIRGINIA NOR ANY OF ITS POLITICAL SUBDIVISIONS, INCLUDING THE AUTHORITY AND TOWN OF BEDFORD, VIRGINIA AND BEDFORD COUNTY, VIRGINIA SHALL BE OBLIGATED TO PAY THE PRINCIPAL OF OR INTEREST ON THIS BOND OR THE OTHER COSTS INCIDENT TO IT EXCEPT FROM THE REVENUES AND ANY OTHER MONEY OR PROPERTY PLEDGED FOR SUCH PURPOSE, AND NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE COMMONWEALTH OF VIRGINIA OR ANY OF ITS POLITICAL SUBDIVISIONS, INCLUDING THE AUTHORITY AND TOWN OF BEDFORD AND BEDFORD COUNTY, VIRGINIA ARE PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THIS BOND OR OTHER COSTS INCIDENT TO IT. THE ISSUANCE OF THIS BOND DOES NOT DIRECTLY, INDIRECTLY OR CONTINGENTLY OBLIGATE THE COMMONWEALTH OF VIRGINIA OR ANY OF ITS POLITICAL SUBDIVISIONS, INCLUDING**



THE AUTHORITY AND TOWN OF BEDFORD AND BEDFORD COUNTY, VIRGINIA TO LEVY ANY TAXES OR TO MAKE ANY APPROPRIATION FOR THE PAYMENT OF THIS BOND.

The obligations of the Authority under this Bond shall terminate when all amounts due and to become due pursuant to this Bond and the Financing Agreement have been paid in full.

The Authority may issue additional bonds ranking on parity with this Bond, with respect to the pledge of the Revenues of the System under the terms of the Financing Agreement.

This Bond is subject to prepayment in accordance with the terms of the Financing Agreement.

If an Event of Default (as defined in the Financing Agreement) occurs, the principal of this Bond may be declared immediately due and payable by the registered owner of this Bond by written notice to the Authority.

This Bond may be transferred only by an assignment duly executed by the registered owner or such owner's attorney or legal representative in form satisfactory to the Authority Treasurer, as registrar. Such transfer shall be made in the registration books kept by the Authority Treasurer, as registrar, upon presentation and surrender of this Bond.

It is certified and recited that all acts, conditions, and things required by the Constitution and statutes of the Commonwealth of Virginia to happen, exist, or be performed precedent to the issuance of this Bond have happened, exist, or been performed in due time, form, and manner as so required and that the indebtedness evidenced by this Bond is within every debt and other limit prescribed by the Constitution and statutes of the Commonwealth of Virginia.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK; SIGNATURE
PAGE FOLLOWS]



IN WITNESS WHEREOF, the Bedford Regional Water Authority has caused this Bond to be signed by the Chair or Vice Chair and the Authority's seal to be affixed and attested by the signature of the Secretary.

[SEAL]

BEDFORD REGIONAL WATER AUTHORITY

By: _____
Elmer Hodge, Chair

ATTEST:

Brian M. Key, Secretary

[SIGNATURE PAGE TO BEDFORD REGIONAL WATER AUTHORITY
\$35,500,000 TAXABLE WATER SYSTEM REVENUE BOND, SERIES 2015]



[SAMPLE ASSIGNMENT FORM FOR BEDFORD REGIONAL WATER AUTHORITY TAXABLE
WATER SYSTEM REVENUE BOND, SERIES 2015]
ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS, INCLUDING ZIP CODE OF ASSIGNEE.)

PLEASE INSERT SOCIAL SECURITY OR OTHER
IDENTIFYING NUMBER OF ASSIGNEE: _____

this Bond and does irrevocably constitute and appoint
_____, attorney, to transfer this Bond on the
books kept for its registration, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

(NOTICE: Signature(s) must be guaranteed by
an Eligible Guarantor Institution such as a
Commercial Bank, Trust Company, Securities
Broker/Dealer, Credit Union or Savings
Association which is a member of a medallion
program approved by The Securities Transfer
Association, Inc.)

Registered Owner
(NOTICE: The signature above must
correspond with the name of the Registered
Owner as it appears on the books kept for
registration of this Bond in every particular,
without alteration or change.)



OFFICIAL RECEIPT
BEDFORD COUNTY CIRCUIT COURT
123 E. MAIN STREET, SUITE 201
BEDFORD, VA 24523
540-586-7632

CIVIL

DATE: 06/19/15 TIME: 14:41:01 ACCOUNT: 019CL15000353-00 RECEIPT: 15000012104
CASHIER: CTC REG: BB77 FILING: PET TYPE: FULL PAYMENT
CASE COMMENTS: BEDFORD REGIONAL WATER V. BEDFORD REGIONAL WATER
SUIT AMOUNT: \$.00
ACCT OF: BEDFORD REGIONAL WATER AUTH RECD: NO FEES BEDFORD REG WATER
: \$.00

DESCRIPTION 1: PLAINTIFF: BEDFORD REGIONAL WATER AUTH
2: NO HEARING SCHEDULED

CODE DESCRIPTION	PAID	CODE DESCRIPTION	PAID
304 CLERK CIVIL FEE	.00		
		TENDERED :	.00
		AMOUNT PAID:	.00
		CHANGE AMT :	.00

CLERK OF COURT: CATHY C. HOGAN

PAYOR'S COPY
RECEIPT COPY 1 OF 3