

**NEW ISSUE
BOOK ENTRY ONLY****RATING: _____**
(See “RATING” herein)

In the opinion of Bond Counsel, under current law and assuming the compliance with certain covenants by and the accuracy of certain representations and certifications of the Authority, the University and other persons and entities described in the section “TAX MATTERS” herein interest on the Series 2025 Bonds (i) is excludable from the gross income of the owners thereof for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended, and (ii) is not a specific item of tax preference for purposes of the federal alternative minimum tax. Bond Counsel is further of the opinion that interest on the Series 2025 Bonds is excludable from gross income for purposes of income taxation by the Commonwealth of Virginia. See the section “TAX MATTERS” herein regarding other tax considerations.

\$ _____ *

**ECONOMIC DEVELOPMENT AUTHORITY OF THE
CITY OF HARRISONBURG, VIRGINIA**

\$ _____ *

**Educational Facilities Revenue and Refunding Bonds
(Eastern Mennonite University Project),
Series 2025A**

\$ _____ *

**Taxable Educational Facilities Revenue and
Refunding Bonds
(Eastern Mennonite University Project),
Series 2025B**

Dated: Date of Delivery**Due: _____, as shown on the inside cover**

The Economic Development Authority of the City of Harrisonburg, Virginia (the “Authority”), is issuing its \$ _____ * Educational Facilities Revenue and Refunding Bonds (Eastern Mennonite University Project), Series 2025A (the “Series 2025A Bonds”), under a Bond Trust Indenture dated as of _____, 2025 (the “2025A Bond Indenture”), between the Authority and U.S. Bank Trust Company, National Association, as Bond Trustee (the “Bond Trustee”), and loaning the proceeds thereof to Eastern Mennonite University (the “University”) pursuant to a Loan Agreement dated as of _____, 2025 (the “2025A Loan Agreement”) between the Authority and the University. The Series 2025A Bonds will be limited obligations of the Authority and (except to the extent that payment thereof may be made from the proceeds of the sale of the Series 2025A Bonds or any investment income therefrom) will be payable solely from the revenues received pursuant to a promissory note (the “Series 2025A Obligation”) issued under a Master Trust Indenture dated as of _____, 2025 (as supplemented, the “Master Indenture”), between U.S. Bank Trust Company, National Association, as Master Trustee, and the University, as the initial member of the obligated group.

The Authority is issuing its \$ _____ * Taxable Educational Facilities Revenue and Refunding Bonds (Eastern Mennonite University Project), Series 2025B (the “Series 2025B Bonds”) and, together with the Series 2025A Bonds, the “Series 2025 Bonds”), under a Bond Trust Indenture dated as of _____, 2025 (the “2025B Bond Indenture”), between the Authority and the Bond Trustee and loaning the proceeds thereof to the University pursuant to a Loan Agreement dated as of _____, 2025 (the “2025B Loan Agreement”) between the Authority and the University. The Series 2025B Bonds will be limited obligations of the Authority and (except to the extent that payment thereof may be made from the proceeds of the sale of the Series 2025B Bonds or any investment income therefrom) will be payable solely from the revenues received pursuant to a promissory note (the “Series 2025B Obligation”) issued under the Master Indenture.

Purpose	Proceeds of the Series 2025 Bonds will be used by the University, together with other available funds, to (1) finance certain capital improvements at the University’s main campus in Harrisonburg, Virginia (the “Campus”), (2) refinance certain indebtedness incurred for the acquisition of certain equipment used at the University’s Campus, (3) refund prior debt issued on behalf of the University, (4) finance amounts required for reserves, costs of issuance, capitalized interest, working capital, and other financing expenses related to the issuance of the Series 2025 Bonds, all as described in the section “PLAN OF FINANCE.”
Interest Payments	Interest will be payable semiannually, beginning _____, ____ and on each ____ and ____ thereafter by payment to The Depository Trust Company (“DTC”), which will in turn remit such payments to DTC participants for subsequent disbursement to the beneficial owners. Principal will be payable at the designated corporate trust office of U.S. Bank Trust Company, National Association, as Bond Trustee.
Redemption	The Series 2025 Bonds are subject to optional redemption, mandatory redemption and extraordinary optional redemption as described herein.
Denomination	\$5,000 or multiples thereof.
Registration	Book-Entry Only, through DTC. See APPENDIX F .
Limited Obligations	The Series 2025 Bonds and the interest thereon will not constitute a debt or pledge of the faith and credit of the Commonwealth of Virginia (the “Commonwealth”) or any of its political subdivisions, including the Authority. Neither the Commonwealth nor any of its political subdivisions, including the Authority, will be obligated to pay the principal of or interest on the Series 2025 Bonds or other costs incident thereto, except from the revenues, receipts and payments pledged for such purpose. Neither the faith and credit nor the taxing power of the Commonwealth or any of its political subdivisions is pledged to the payment of the principal of and interest on the Series 2025 Bonds or other costs incident thereto. The Authority has no taxing power.
Disclaimer	This cover page contains certain information for quick reference only. It is not a summary of this issue. Prospective investors should read this Official Statement in its entirety to obtain information essential to the making of an informed investment decision.
Terms of Delivery	The Series 2025 Bonds are offered, when, as and if issued by the Authority and received by the Underwriters, subject to the approval of their validity by McGuireWoods LLP, Richmond, Virginia, Bond Counsel, as described herein, and subject to certain other conditions.
Legal Matters	Certain legal matters will be passed upon for the Authority by its counsel, _____; for the University by its counsel _____; and for the Underwriters by their counsel, Hunton Andrews Kurth LLP, Richmond, Virginia.
Bond Counsel	McGuireWoods LLP, Richmond, Virginia.
Financial Advisor	Davenport & Company LLC, Richmond, Virginia.
Underwriters’ Counsel	Hunton Andrews Kurth LLP, Richmond, Virginia.
Delivery Date	On or about _____, 2025, through the facilities of DTC.

Piper Sandler [logo]**Ziegler [logo]**

Dated: _____, 2025

* Preliminary, subject to change.

This Preliminary Official Statement and the information contained herein are subject to change, completion and amendment without notice. The Series 2025 Bonds may not be sold nor may an offer to buy be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the Series 2025 Bonds in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of such jurisdiction.

MATURITY SCHEDULE

\$ _____ *

**Economic Development Authority of the City of Harrisonburg, Virginia
Educational Facilities Revenue and Refunding Bonds
(Eastern Mennonite University Project),
Series 2025A**

Maturity* (_____)	Principal Amount*	Interest Rate	Yield	CUSIP** _____
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\$ _____ % Term Bonds due _____, _____ priced at _____ to yield _____ % CUSIP _____

* Preliminary, subject to change.

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\$ _____ *

Economic Development Authority of the City of Harrisonburg, Virginia
Taxable Educational Facilities Revenue and Refunding Bonds
(Eastern Mennonite University Project),
Series 2025B

Maturity* (_____)	Principal Amount*	Interest Rate	Yield	CUSIP** _____
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\$ _____ % Term Bonds due _____, _____ priced at _____ to yield _____ % CUSIP _____

* Preliminary, subject to change.

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No dealer, broker, salesman or other person has been authorized to give any information or to make any representations other than those contained in this Official Statement, and, if given or made, such other information or representations should not be relied upon as having been authorized by the Authority, the Obligated Group or the Underwriters. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the Series 2025 Bonds by any person in any state in which it is unlawful for such person to make such offer, solicitation or sale. The information set forth herein has been obtained from the Authority, the Obligated Group and other sources that are deemed to be reliable, but is not guaranteed as to accuracy or completeness by the Underwriters. The information herein is subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall under any circumstances create an implication that there has been no change in the affairs of the Authority or the Obligated Group since the date hereof.

This Official Statement has been approved, and its use and distribution for the purposes of offering and selling the Series 2025 Bonds have been authorized, by the Obligated Group. The information set forth herein has been obtained from the Authority, the Obligated Group, The Depository Trust Company (“DTC”) and other sources that are believed to be reliable. Except for the information set forth herein under “**THE AUTHORITY**” and “**LITIGATION**” (but only as it relates to the Authority), the Authority has not confirmed and does not assume any responsibility for the accuracy, sufficiency, completeness or fairness of any statements in this Official Statement.

Neither the Series 2025 Bonds nor any other security relating to the Series 2025 Bonds has been registered under the Securities Act of 1933, as amended, and no trust indenture has been qualified under the Trust Indenture Act of 1939, as amended, in reliance upon exemptions contained in those acts. Those exemptions from registration and from qualification under applicable provisions of federal or state securities laws should not be regarded as a recommendation thereof. No state or agency thereof has passed upon the merits of the Series 2025 Bonds or any related security or the accuracy or completeness of this Official Statement. Any representations to the contrary may be criminal offenses.

The Bond Trustee has neither reviewed nor participated in the preparation of this Official Statement.

Certain statements contained in this Official Statement, including the Appendices hereto, reflect not historical facts but forecasts, projections and “forward-looking statements.” No assurance can be given that the future results discussed in certain sections of this Official Statement will be achieved and actual results may differ materially from the forecasts and projections contained herein. In this respect, words such as “plan,” “expect,” “estimate,” “project,” “anticipate,” “intend,” “believe,” “budget” or words of similar import are intended to identify forward-looking statements. All statements in this Official Statement, including forward-looking statements, speak only as of the date they are made, and the Obligated Group and the Underwriters disclaim any obligation to update any of the forward-looking statements contained herein to reflect future events or developments. Additionally, all projections, forecasts, assumptions and other forward-looking statements are expressly qualified in their entirety by the cautionary statements set forth in this Official Statement.

The Underwriters have provided the following sentence for inclusion in this Official Statement: The Underwriters have reviewed the information in this Official Statement in accordance with, and as part of, its responsibility to investors under federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriters do not guarantee the accuracy or completeness of such information.

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OFFICIAL STATEMENT

\$ _____ *

ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF HARRISONBURG, VIRGINIA

\$ _____ *

**Educational Facilities Revenue and Refunding Bonds
(Eastern Mennonite University Project),
Series 2025A**

\$ _____ *

**Taxable Educational Facilities Revenue and
Refunding Bonds
(Eastern Mennonite University Project),
Series 2025B**

INTRODUCTION

This Official Statement, which includes the cover page and appendices, provides information regarding the issuance by the Economic Development Authority of the City of Harrisonburg, Virginia (the “Authority”), a political subdivision of the Commonwealth of Virginia (the “Commonwealth”), of its \$ _____ * Educational Facilities Revenue and Refunding Bonds (Eastern Mennonite University Project), Series 2025A (the “Series 2025A Bonds”), and its \$ _____ * Taxable Educational Facilities Revenue and Refunding Bonds (Eastern Mennonite University Project), Series 2025B (the “Series 2025B Bonds” and, together with the Series 2025A Bonds, the “Series 2025 Bonds”). **This introduction is qualified in its entirety by information found elsewhere in this Official Statement. This Official Statement speaks only as of its date and the information herein is subject to change.**

The Authority will issue the Series 2025A Bonds pursuant to the Industrial Development and Revenue Bond Act, Chapter 49, Title 15.2, Code of Virginia of 1950, as amended (“Act”), a Resolution of the Authority adopted on _____, 2025 (the “Resolution”), and under a Bond Trust Indenture dated as of _____, 2025 (the “2025A Bond Indenture”), between the Authority and U.S. Bank Trust Company, National Association, as bond trustee (the “Bond Trustee”). The Authority will loan the proceeds of the Series 2025A Bonds to Eastern Mennonite University (the “University”) pursuant to a Loan Agreement dated as of _____, 2025 (the “2025A Loan Agreement”), between the Authority and the University. The Series 2025A Bonds will be limited obligations of the Authority and (except to the extent that payment thereof may be made from the proceeds of the sale of the Series 2025A Bonds or any investment income therefrom) will be payable solely from the revenues received pursuant to a promissory note (the “Series 2025A Obligation”) issued under a Master Trust Indenture dated as of _____, 2025 (as supplemented, the “Master Indenture”), between U.S. Bank Trust Company, National Association, as master trustee (the “Master Trustee”), and the University as the initial member of an obligated group (the University is a “Member,” and collectively with any future Members, constitute the “Obligated Group”). Stated aggregate payments on the Series 2025A Obligation will be sufficient to pay the principal, premium, if any, and interest on the Series 2025A Bonds as they become due and payable.

The Authority will issue the Series 2025B Bonds pursuant to the Act, the Resolution and under a Bond Trust Indenture dated as of _____, 2025 (the “2025B Bond Indenture” and, together with the 2025A Bond Indenture, the “Bond Indentures”), between the Authority and the Bond Trustee. The Authority will loan the proceeds of the Series 2025B Bonds to the University pursuant to a Loan Agreement dated as of _____, 2025 (the “2025B Loan Agreement” and, together with the 2025A Loan Agreement, the “Loan Agreements”), between the Authority and the University. The Series 2025B Bonds will be limited obligations of the Authority and (except to the extent that payment thereof may be made from the proceeds of the sale of the Series 2025B Bonds or any investment income therefrom) will be payable solely from the revenues received pursuant to a promissory note (the “Series 2025B Obligation” and, together with the Series 2025A Obligation, the “Series 2025 Obligations”) issued under the Master Indenture. Stated aggregate payments on the Series 2025B Obligation will be sufficient to pay the principal, premium, if any, and interest on the Series 2025B Bonds as they become due and payable. **The Series 2025 Obligations will be the joint and several general obligations of each Member of the Obligated Group. As of the date of issuance of the Series 2025 Bonds, the University is the sole member of the Obligated Group under the Master Indenture. References in this Official Statement to the “Member” and the “Obligated Group” mean the University and any other entities that subsequently become members of the obligated group under the Master Indenture.**

* Preliminary, subject to change.

As security for the Series 2025 Obligations and any other Obligations issued under the Master Indenture, the University will enter into a Deed of Trust and Security Agreement dated as of _____, 2025 (the “Deed of Trust”), pursuant to which the University will (1) convey a first mortgage lien on the real estate and interests therein located in the City of Harrisonburg, Virginia, together with all improvements thereon and all tenements hereditaments, easements, appurtenances, rights, privileges and immunities belonging or related thereto (the “Mortgaged Property”), subject however to Permitted Liens (as defined in the Master Indenture), (2) grant a security interest in all fixtures, machinery, equipment and other personal property now owned or hereafter acquired by the University and used in connection with the Mortgaged Property, (3) grant a security interest in Gross Receipts (as defined in the Master Indenture), and all inventory, accounts (including accounts receivable and contract rights), documents, instruments, other moneys, chattel paper and general intangibles, now owned or hereafter acquired, and all proceeds thereof, all as defined in the Uniform Commercial Code of Virginia, but excluding contract rights consisting of charitable pledges that are designated by the donor at the time made for certain specific purposes (collectively, the “Pledged Assets”).

Proceeds of the Series 2025 Bonds will be used by the University, together with other available funds, to (1) finance certain capital improvements at the University’s main campus in Harrisonburg, Virginia (the “Campus”), (2) refinance certain indebtedness incurred for the acquisition of certain equipment used at the Campus, (3) refund prior debt issued on behalf of the University, (4) finance amounts required for reserves, costs of issuance and other financing expenses related to the issuance of the Series 2025 Bonds, all as described in the section “**PLAN OF FINANCE.**”

Capitalized terms used but not defined in this Official Statement have the meanings given such terms in the proposed financing documents attached as **APPENDIX C.**

THE AUTHORITY

The Authority is a political subdivision of the Commonwealth of Virginia created pursuant to the Act. The Act empowers the Authority to acquire, construct, improve, maintain, equip, own, lease and dispose of facilities for private, accredited and nonprofit institutions of higher education in the Commonwealth of Virginia whose primary purpose is to provide higher education to the end that such authorities may protect and promote the health and welfare of the inhabitants of the Commonwealth of Virginia, and further authorizes any such authority to issue its revenue bonds for the purpose of carrying out its powers.

The Authority is not obligated to pay the principal of or premium, if any, or interest on the Series 2025 Bonds or other costs incident thereto except from amounts received therefor under the Loan Agreements. **The Authority has no taxing power.**

THE SERIES 2025 BONDS

Description. The Series 2025 Bonds will be dated their date of delivery and will mature on the dates and in the amounts as set forth on the inside cover page of this Official Statement. Each Series 2025 Bond shall bear interest (a) from its dated date, if it is authenticated prior to _____, _____, or (b) otherwise from the _____ or _____ that is, or immediately precedes, the date on which such Series 2025 Bond is authenticated; provided that, if at the time of authentication of any Series 2025 Bond interest is in default, such Series 2025 Bond shall bear interest from the date to which interest has been paid. Interest on the Series 2025 Bonds shall be computed on the basis of a 360-day year of twelve 30-day months.

The Series 2025 Bonds initially will be issued as fully registered bonds, and shall be registered in the name of Cede & Co., as registered owner and nominee for The Depository Trust Company (“DTC”). Purchases of beneficial interests in the Series 2025 Bonds will be made in book-entry form in denominations of \$5,000 or multiples thereof. Purchasers will not receive certificates representing their beneficial ownership interest in the Series 2025 Bonds purchased. As long as DTC or its nominee, Cede & Co., is the registered owner of the Series 2025 Bonds, payments of the principal of, redemption premium, if any, on, and interest on, the Series 2025 Bonds will be made directly to Cede & Co. For information on DTC and its Book-Entry System, see **APPENDIX F.**

Principal of, premium, if any, and interest on the Series 2025 Bonds shall be payable in lawful money of the United States of America, but only from the revenues and other sources pledged to the payment thereof as provided

in the Bond Indentures. Principal of the Series 2025 Bonds shall be payable upon presentation and surrender of the Series 2025 Bonds as they become due at the corporate trust office of the Bond Trustee; provided that, for so long as DTC is the sole holder of the Series 2025 Bonds, principal of the Series 2025 Bonds shall be payable as provided in DTC's letter of representations with the Authority as described in **APPENDIX F**. Interest on the Series 2025 Bonds shall be payable to the registered owners by check or draft mailed to such owners at their addresses as they appear on each _____ and _____ immediately preceding the interest payment date on registration books kept by the Bond Trustee; provided, however, that if any Series 2025 Bonds are registered in the name of a securities depository or its nominee or at the option of any other registered owner of at least \$1,000,000 principal amount of the Series 2025 Bonds, payment will be made by wire transfer pursuant to the most recent wire instructions received by the Bond Trustee from such registered owner by the Record Date for such interest payment.

If any principal of or interest on any Series 2025 Bond is not paid when due (whether at maturity, upon acceleration or call for redemption or otherwise), then the overdue installments of principal and, to the extent permitted by law, interest shall bear interest until paid at the same rate set forth in such Series 2025 Bond.

As long as the Series 2025 Bonds are held by DTC or its nominee, beneficial owners may transfer their interest in the Series 2025 Bonds through the facilities of DTC, as described in **APPENDIX F**. If the book-entry system is discontinued, exchanges of the Series 2025 Bonds may be made at the Bond Trustee's designated corporate trust office for an equal aggregate principal of other Bonds of the same maturity, of authorized denominations and bearing interest at the same rate.

If any Series 2025 Bond is mutilated, lost, stolen or destroyed, the Authority will cause to be executed, and the Bond Trustee will authenticate and deliver to the registered owner thereof, a new Series 2025 Bond of like series, date and tenor in exchange and substitution for, and upon cancellation of, such mutilated Series 2025 Bond or in lieu of and in substitution for such lost, stolen or destroyed Series 2025 Bond; provided, however, that the Authority and the Bond Trustee will so execute and deliver only if the holder has paid the reasonable expenses and charges of the Authority and the Bond Trustee in connection therewith and, in the case of a lost, stolen or destroyed Series 2025 Bond, (a) has filed with the Authority and the Bond Trustee evidence satisfactory to them that such Series 2025 Bond was lost, stolen or destroyed and (b) has furnished to the Authority and the Bond Trustee indemnity satisfactory to them. If any such Series 2025 Bond has matured or been called for redemption, instead of issuing a new Series 2025 Bond, the Bond Trustee may pay the same without the surrender thereof, upon receipt of the evidence and indemnity described above.

Proposed forms of the Master Indenture, the Supplemental Indentures, the Bond Indentures, the Loan Agreements, and the Series 2025 Obligations are provided in APPENDIX C.

Optional Redemption.* The Series 2025 Bonds will be subject to redemption by the Authority, at the direction of the University, prior to maturity in whole, or in part by lot, at any time, on and after _____, _____, at a price equal to the principal amount to be redeemed plus accrued interest thereon, if any, to the date fixed for redemption in the event the University exercises its option to prepay all or a portion of the amounts available under the Series 2025 Obligations under the Loan Agreements.

Mandatory Sinking Fund Redemption.* As a sinking fund, the Bond Trustee shall redeem Series 2025A Bonds maturing on _____, on _____ in years and in principal amounts and at a price of 100% of the principal amount of the Series 2025A Bonds to be redeemed plus accrued interest thereon to the redemption date, as follows:

Year	Amount

* Final maturity

* Preliminary, subject to change.

As a sinking fund, the Bond Trustee shall redeem Series 2025B Bonds maturing on _____, on _____ in years and in principal amounts and at a price of 100% of the principal amount of the Series 2025B Bonds to be redeemed plus accrued interest thereon to the redemption date, as follows:

<u>Year</u>	<u>Amount</u>
-------------	---------------

* Final maturity

The Bond Indenture provides for a credit against such sinking fund redemption requirements for any Series 2025 Bonds that, prior to any such sinking fund redemption date, have been redeemed (otherwise than by mandatory sinking fund redemption) or have been purchased by the University and surrendered for cancellation or cancelled and that previously have not been applied as a credit against any redemption requirement.

Extraordinary Optional Redemption. The Series 2025 Bonds shall be subject to redemption prior to maturity, in whole or in part at the option of the Authority, upon the written direction of the University, at any time, and from time to time, with written notice to the University, in an amount limited to the amount of condemnation awards or casualty insurance proceeds received, at a redemption price equal to 100% of the principal amount thereof, plus accrued interest thereon to the redemption date, without redemption premium, in the event that any one or more of the following events shall have occurred: (i) title to, or the temporary use of, all or a material portion of the Facilities financed with bond proceeds shall have been taken under the exercise of the power of eminent domain by, or sold in lieu thereof to, any governmental authority or person, firm or corporation acting under governmental authority, which taking or sale prevents or is likely to prevent the carrying on of normal operations of the Facilities for a period of at least twelve months; or (ii) the Facilities financed with bond proceeds are rendered untenable or unusable in the normal operations of the University due to damage or destruction by fire, flood or other casualty, including, but not limited to, a hazard against which insurance is required to be maintained in accordance with the Loan Agreement.

Proceeds received by any Member for casualty losses or condemnation awards shall, within 180 days of receipt, be used for such lawful corporate purposes as the recipient determines, including, but not limited to, the replacement or repair of the damaged or taken Property, Plant and Equipment and/or the application of such proceeds to the payment or repayment of any Indebtedness in accordance with the term thereof.

Purchase in Lieu of Redemption. The Authority and, by their acceptance of the Series 2025 Bonds, the owners of the Series 2025 Bonds, irrevocably grant to the University the option to purchase, at any time and from time to time, any Series 2025 Bond which has been called for redemption pursuant to the provisions of the applicable Bond Indenture at a price equal to the principal amount thereof without premium, plus the interest accrued on the principal amount to be redeemed to the date fixed for redemption. To exercise such option, the University will give the Bond Trustee a written request exercising such option within the time period specified herein as though such written request were a written request of the Authority for redemption, and the Bond Trustee will thereupon give notice of such purchase in the manner specified herein as though such purchase were a redemption, and the purchase of such Series 2025 Bonds will be mandatory and enforceable against the owners of any such Series 2025 Bonds. On the date fixed for purchase pursuant to any exercise of such option, the University will pay the purchase price of the Series 2025 Bonds then being purchased to the Bond Trustee in immediately available funds, and the Bond Trustee will pay the same to the registered owner against delivery thereof. Following such purchase, the Bond Trustee will cause such Series 2025 Bonds to be registered in the name of the University or its nominee and will deliver them to the University or its nominee. In the case of the purchase of less than all of the Series 2025 Bonds of a series, the particular Series 2025 Bonds to be purchased will be selected as though such purchase were a redemption. No purchase of the Series 2025 Bonds pursuant to this provision will operate to extinguish the indebtedness of the Authority evidenced thereby.

Selection of Bonds for Redemption. If less than all of the Series 2025 Bonds of any maturity of a series are called for redemption, the Series 2025 Bonds to be redeemed shall be selected by DTC in accordance with its procedures, or if DTC is not the securities depository, then by lot in such manner as the Bond Trustee in its discretion

may determine, each portion of \$5,000 principal amount being counted as one Series 2025 Bond for such purposes. If a portion of a Series 2025 Bond having a principal amount of more than \$5,000 shall be called for redemption, a new registered Series 2025 Bond in principal amount equal to the unredeemed portion thereof shall be issued to the registered owner upon the surrender thereof.

Notice of Redemption. If any of the Series 2025 Bonds or portions thereof are called for redemption, the Bond Trustee shall cause a notice of the call for redemption identifying the Series 2025 Bonds to be redeemed to be sent by first class mail not less than 30 nor more than 60 days prior to the redemption date, to the registered owner of each Series 2025 Bond to be redeemed at the address that appears on the registration books kept by the Bond Trustee and to the Municipal Securities Rulemaking Board in the form required for dissemination on its Electronic Municipal Market Access System. Such notice may be conditioned upon the occurrence of future events, including the availability of funds to effect the redemption on the redemption date.

Failure of the Bond Trustee to give any such notice or any defect in a redemption notice shall not affect the redemption or the validity of the proceedings for the redemption of any of the Series 2025 Bonds with respect to which no such failure occurs. Any notice mailed as provided in the Bond Indentures shall be conclusively presumed to have been given whether or not actually received by any Bondholder (which in the case of the Series 2025 Bonds held in book-entry form shall be the applicable securities depository or its nominee).

So long as Cede & Co., as nominee of DTC, is the registered owner of the Series 2025 Bonds, all notices of redemption will be sent only to Cede & Co. and delivery of notice of redemption to the DTC Participants, if any, is solely the responsibility of DTC, as described in **APPENDIX F**. Interest will cease to accrue on the Series 2025 Bonds called for redemption from and after the redemption date if sufficient money shall be held by the Bond Trustee to pay the principal of and accrued interest on the Series 2025 Bonds to be redeemed to the redemption date.

If Series 2025 Bonds have been duly called for redemption and notice of the redemption thereof has been duly given or provided for and if monies or certain investments for the payment of the Series 2025 Bonds (or the principal amount thereof to be redeemed) and the interest thereon to the date fixed for redemption are held by the Bond Trustee, then such Series 2025 Bonds (or the principal amount of the Series 2025 Bonds called for redemption) will, on the redemption date, become due and payable, and the registered owner thereof shall thereafter have no rights under the applicable Bond Indenture as the registered owner of such Series 2025 Bonds (or the principal amount thereof to be redeemed) except to receive the principal amount thereof and interest thereon to the redemption date.

SECURITY FOR SERIES 2025 BONDS

General. The principal of, premium, if any, and interest on the Series 2025 Bonds will be payable solely from moneys paid by the University pursuant to the applicable Loan Agreement and the applicable Series 2025 Obligation. **The Series 2025 Obligations are joint and several obligations of each Member of the Obligated Group and are issued pursuant to the Master Indenture. The University is currently the only Member of the Obligated Group.** Pursuant to the Bond Indentures, the Authority will assign to the Bond Trustee (a) the Series 2025 Obligations, and all rights, title and interest of the Authority under, in and to the Loan Agreements, Series 2025 Obligations, the Master Indenture, the Deed of Trust and all revenues and receipts receivable by the Authority therefrom and the security therefor (except the Authority's Unassigned Rights, as defined in the Bond Indentures), but excluding the payments to be made directly to the Authority under the Loan Agreements; (b) the funds, including moneys, investment income and investments therein, held by the Bond Trustee under the terms of the Bond Indentures; and (c) all other property of any kind mortgaged, pledged or hypothecated at any time as and for additional security by the Authority or by anyone properly authorized on its behalf or with its written consent in favor of the Bond Trustee, which is authorized to receive all such property at any time and to hold and apply it subject to the terms of the Bond Indentures.

Limited Obligations. The Series 2025 Bonds are limited obligations of the Authority payable solely from the revenues and receipts received by the Authority under the applicable Loan Agreement and other funds and accounts pledged for such purpose under the applicable Bond Indenture. The amounts payable under the Series 2025 Obligations are intended to be sufficient to pay when due the principal of and interest on the Series 2025 Bonds. The Authority had made no independent determination of the sufficiency of such payments for such purpose.

Gross Receipts. Under the Master Indenture, each Member of the Obligated Group will grant to the Master Trustee a security interest in its Gross Receipts, as defined below. During the continuance of an Event of Default under the Master Indenture, all Gross Receipts shall be transferred to the Master Trustee and applied as required in the Master Indenture. See **APPENDIX C**.

“Gross Receipts” means all revenues, fees, rentals, charges and other income, rights to the payment of money, receivables, accounts, chattel paper and instruments and all proceeds from them (whether cash or non-cash) that are owned or received by a Member in connection with or as a result of its ownership or operation of its Facilities, all calculated in accordance with GAAP, including without limitation, investment returns, net assets released from restrictions, revenue derived from tuition, bookstore sales and student fees, and gifts, donations, grants, pledges, legacies, bequests, devises and contributions and interest earnings thereon that do not contain restrictions on their use for payment of principal and interest on indebtedness of the Obligated Group.

The Master Indenture and the Obligated Group. Upon the issuance of the Series 2025 Bonds, the only Obligations that will be outstanding are the Series 2025 Obligations. See “**PLAN OF FINANCE**” and “**FINANCING DOCUMENTS AND SELECTED COVENANTS**.” The Series 2025 Obligations and any other Obligations issued by the Members of the Obligated Group will be the joint and several obligations of each and every Member of the Obligated Group. All Obligations will rank on a parity basis with each other and will be equally and ratably secured by the Master Indenture. The Master Indenture requires all Members to make payments sufficient to pay all Obligations when due.

The University is currently the only Member of the Obligated Group. The Master Indenture provides that entities approved by such Members may be admitted to the Obligated Group upon the satisfaction of certain conditions. Each Member, as a co-obligor and not as guarantor, will jointly and severally covenant to pay the principle of, premium, if any and interest on all Obligations issued under the Master Indenture and to perform any and all other covenants, agreements and obligations under the Master Indenture, subject to the right of such Member to withdraw from the Obligated Group under certain circumstances. The University, however, will covenant not to withdraw from the Obligated Group so long as any Series 2025 Bonds remain outstanding. See **APPENDIX C**. The enforceability of the obligations of Members of the Obligated Group may be limited in certain circumstances. See “**BONDHOLDERS’ RISKS – Enforcement of Remedies**” and – **Bankruptcy**.”

The Members agree in the Master Indenture that they will not create or suffer the creation or existence of any lien on any of the Gross Receipts or Mortgaged Property and no other Member shall create or suffer to be created or permit the existence of any Lien on any of the Gross Receipts or Mortgaged Property except for certain Permitted Liens, as defined in the Master Indenture. Any lien so created, although not a Permitted Lien, may nonetheless be enforceable against such Members. In addition, the Members of the Obligated Group are subject to restrictions and limitations with respect to the incurrence of indebtedness, consolidation and merger, transfer of assets and addition and withdrawal of Members of the Obligated Group. In the Master Indenture, the Members of the Obligated Group will make certain covenants with respect to the maintenance of their property. The Members of the Obligated Group will also covenant that, upon the occurrence of an Event of Default, they will pay over to the Master Trustee, if so directed, all Gross Receipts. See **APPENDIX C**.

Covenants; Additional Indebtedness. The Members of the Obligated Group will be subject to covenants under the Master Indenture relating to maintenance of a Long-Term Debt Service Coverage Ratio, a Liquidity Covenant, and restricting, among other things, the incurrence of Indebtedness, the creation of Liens, consolidation and merger, the disposition of assets, the addition of Members to the Obligated Group, and the withdrawal of Members from the Obligated Group. See “**FINANCING DOCUMENTS AND SELECTED COVENANTS**” and **APPENDIX C**.

THE MASTER INDENTURE PERMITS EACH MEMBER OF THE OBLIGATED GROUP TO INCUR ADDITIONAL INDEBTEDNESS EVIDENCED BY OBLIGATIONS ISSUED UNDER THE MASTER INDENTURE THAT WILL SHARE THE SECURITY FOR THE SERIES 2025 OBLIGATIONS ON A PARITY WITH THE SERIES 2025 OBLIGATIONS. SUCH ADDITIONAL OBLIGATIONS WILL NOT BE SECURED BY THE MONEY OR INVESTMENTS IN ANY FUND OR ACCOUNT HELD BY THE BOND TRUSTEE UNDER THE BOND INDENTURE AS SECURITY FOR THE SERIES 2025 BONDS.

Debt Service Reserve Fund. The Master Indenture and Supplemental Indenture establish the Debt Service Reserve Fund (the “Reserve Fund”) to secure the Series 2025 Obligations (and the Series 2025 Bonds). Simultaneously with the issuance of the Series 2025 Obligations, the University shall transfer, or cause to be transferred, proceeds of the Series 2025 Bonds in an amount equal to \$_____ to the Master Trustee for deposit into the Reserve Fund. Upon issuance of the Series 2025 Obligations, the Debt Service Reserve Fund Requirement is calculated to be equal to \$_____ in accordance with the definition of “Debt Service Reserve Fund Requirement.” Such amount may change depending on the calculation from time to time of the Maximum Annual Debt Service of the Obligations secured by the Reserve Fund and as otherwise required by such definition. The Reserve Fund shall secure one or more other Obligations that secure Tax-Exempt Related Bonds if so provided in the Supplement (or Supplements) pursuant to which the other Obligations are issued.

If at any time the Reserve Fund secures the Series 2025 Obligations and any other Obligations, as provided in the Master Indenture, the Master Trustee shall establish an account within the Reserve Fund to be known as the “Series 2025 Account” and deposit all proceeds of the Series 2025 Bonds that were deposited in the Reserve Fund in the Series 2025 Account. Any other funds deposited in the Reserve Fund (if the Reserve Fund secures the Series 2025 Obligations and another Obligations), shall be deposited in accordance with separate instructions delivered to the Master Trustee or as set forth in the Supplement (or Supplements) pursuant to which the other Obligations are issued. Amounts on deposit in the Reserve Fund shall be invested, at the written direction of the University, in Investment Obligations.

Except as provided in the following sentence, on or before May 10 of each year, the Master Trustee shall transfer investment earnings on amounts held in the Reserve Fund to the Bond Trustee for deposit in the Rebate Fund (as defined in the Bond Trust Indenture) established under the Bond Trust Indenture. If before May 10 of any year, the University provides the Master Trustee with (1) a written direction from the Group Representative to deposit some or all of the investment earnings on amounts held in the Reserve Fund in a fund or account other than the Rebate Fund established under the Bond Trust Indenture, and (2) a report from a nationally-recognized rebate consultant or an Opinion of Bond Counsel, then the Master Trustee shall deposit the investment earnings in accordance with the written direction of the Group Representative. See **APPENDIX C**.

Other Covenants of the University. In the Loan Agreement, the University will make certain additional covenants with respect to the operation of its facilities, use of bond proceeds and maintenance of its existence as a tax-exempt, nonprofit corporation. See **APPENDIX C**.

Defeasance. When the interest on, and the principal and redemption premium (as the case may be) of all Series 2025 Bonds have been paid, or there have been deposited with the Bond Trustee an amount of money or other qualifying obligations (which includes securities other than government obligations) the maturing principal of which, when due and payable, shall provide sufficient amounts to pay the principal of, premium, if any, and interest due and to become due on the Series 2025 Bonds on or prior to the redemption date or maturity date thereof, such Series 2025 Bonds shall be no longer deemed outstanding under the Bond Indenture and the Bond Trustee shall cancel the obligations of the Authority to the holders of the Series 2025 Bonds. See **APPENDIX C**.

Amendments to Covenants and Security Provisions. Subject to certain exceptions, the covenants and other security provisions of the Master Indenture may be amended with the consent of the holders of not less than a majority in aggregate principal amount of all Obligations then Outstanding (which may include Obligations issued in the future). Such amendments may alter or eliminate the covenants and security provisions described in this Official Statement. See **APPENDIX C**.

THE AUTHORITY HAS NO TAXING POWER. THE SERIES 2025 BONDS ARE SPECIAL LIMITED OBLIGATIONS OF THE AUTHORITY AND ARE PAYABLE SOLELY FROM THE REVENUES, RECEIPTS AND FUNDS PLEDGED OR AVAILABLE FOR THE PAYMENT THEREOF, AND NEITHER THE CREDIT NOR THE TAXING POWER OF THE COMMONWEALTH OF VIRGINIA OR OF ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED FOR THE PAYMENT OF THE SERIES 2025 BONDS. THE SERIES 2025 BONDS SHALL NOT BE DEEMED OBLIGATIONS OF THE COMMONWEALTH OF VIRGINIA OR OF ANY POLITICAL SUBDIVISION THEREOF.

FINANCING DOCUMENTS AND SELECTED COVENANTS*

The Master Indenture, the Supplemental Indenture, the Bond Indenture, and the Loan Agreement (collectively, the “Financing Documents”) contain certain covenants of the Obligated Group with respect to the maintenance of the Obligated Group Facilities, incurrence of additional debt, creation of Liens, disposition of assets, use of bond proceeds, and maintenance of the University’s existence as a tax-exempt, nonprofit corporation and information reporting. See **APPENDIX C**. Below is a summary of selected covenants contained in the Financing Documents and reference is made to the respective documents, copies of which are on file with the Master Trustee, for a complete statement of the rights, duties and obligations of the parties thereto.

The Series 2025 Obligations will be the joint and several general obligations of each Member of the Obligated Group.

Long-Term Debt Service Coverage Ratio. Each Member shall set rates and collect charges for its Facilities, services and products so that the Long-Term Debt Service Coverage Ratio of the Obligated Group, calculated as of the end of each Fiscal Year, will not be less than 1.10. If the Long-Term Debt Service Coverage Ratio, calculated as of the end of any Fiscal Year, is less than 1.10, then the Obligated Group shall retain a Management Consultant within 30 days following the calculation to make recommendations for the rates, fees and charges of the Members as well as for the Obligated Group’s methods of operation and other factors affecting its financial condition to increase such Long-Term Debt Service Coverage Ratio to at least 1.10 for the following Fiscal Year. Within 90 days of retaining any such Management Consultant, the Group Representative shall cause a copy of the Management Consultant’s report and recommendations, if any, to be filed with each Member and the Master Trustee and advise the Master Trustee on the actions, if any, the Obligated Group plans to take upon such recommendation. The Master Trustee has no duty or obligation to monitor compliance with any recommendations of the Management Consultant.

If the Obligated Group is required to retain a Management Consultant, no Event of Default will exist under the Master Indenture if the Obligated Group (A) takes all reasonable action necessary to comply with the procedures set forth above for preparing a report and adopting a plan and (B) follows each recommendation contained in such report to the extent feasible (as determined in the reasonable judgment of the Governing Body of the Group Representative) and permitted by law and, if applicable, its status as a Tax-Exempt Organization. Failure by the Obligated Group to comply with (A) or (B) of the preceding sentence may become an Event of Default, with the giving of notice in accordance with the Master Indenture.

Notwithstanding the foregoing, if the Long-Term Debt Service Coverage Ratio of the Obligated Group for any two consecutive Fiscal Years is less than 1.00, such failure shall constitute an Event of Default under the Master Indenture.

If a Management Consultant is required to be engaged under two or more Sections of the Master Indenture, the requirements of those Sections may (but need not be) satisfied through the engagement of a single Management Consultant under a single engagement in lieu of multiple engagements. Any requirement for a Management Consultant’s report under the Master Indenture may be satisfied by an update of a previous Management Consultant’s report so long as the update when taken together with the previous report satisfies the requirements of the Master Indenture.

A Management Consultant’s report under one Section of the Master Indenture may satisfy a requirement for a Management Consultant’s report under another Section of the Master Indenture but only if the nature of the Management Consultant and the substance of the report are sufficient to satisfy that requirement.

If the Obligated Group fails to make a selection of a Management Consultant within 30 days after the applicable date set forth in the Master Indenture, the Master Trustee shall notify the Members as provided in the Master Indenture, and if such failure continues for a period of 30 days after such notice, such failure shall constitute an Event of Default.

* NTD: To be updated and modified.

The Obligated Group's obligations under the preceding covenant shall not (i) limit the right of any Member to establish and implement policies for the admission of students to its facilities, (ii) prohibit any Member from providing services without charge or at reduced rates for persons unable to pay in whole or in part if reasonably deemed necessary by the Member to retain its status as a Tax-Exempt Organization or to comply with any applicable requirements of law as then in effect, or (iii) limit the ability of any Member to grant scholarships to students from funds held by a Member for such purpose or from funds received from donors restricting the use of funds provided to the Member.

Liquidity Covenant. Each Member of the Obligated Group shall conduct its business so that as of each Liquidity Testing Date, the Obligated Group shall have a Days' Cash on Hand Ratio of no less than ____% (the "Liquidity Requirement").

If the Days' Cash on Hand Ratio calculated as of any Liquidity Testing Date, is less than the Liquidity Requirement, the Group Representative shall, within 45 days after delivery of the Officer's Certificate disclosing such deficiency, deliver an Officer's Certificate approved by a resolution of the Governing Body of one or more Members to the Master Trustee setting forth in reasonable detail the reasons for such deficiency and adopting a specific plan setting forth steps to be taken designed to achieve the Liquidity Requirement for future Liquidity Testing Dates.

If the Days' Cash on Hand Ratio is less than the Liquidity Requirement for any two consecutive Liquidity Testing Dates, the Members shall, within 30 days after delivery of the Officer's Certificate disclosing such second consecutive deficiency (or such later date permitted under the Master Indenture), retain a Management Consultant to make recommendations for the rates, fees and charges of the Obligated Group, the Obligated Group's methods of operation and other factors affecting its financial condition in order to achieve the Liquidity Requirement for future Liquidity Testing Dates. Each Member shall follow each recommendation of the Management Consultant applicable to it to the extent feasible (as determined in the reasonable judgment of the Governing Body of such Member) and permitted by law and, if applicable, its status as a Tax-Exempt Organization.

Notwithstanding any other provision of the Master Indenture, failure of the Obligated Group to achieve the Liquidity Requirement for any Liquidity Testing Dates shall not constitute an Event of Default under the Master Indenture if the Obligated Group takes all action necessary to comply with the procedures set forth above for adopting a plan or retaining a Management Consultant and follows each recommendation contained in such plan or Management Consultant's report to the extent feasible (as determined in the reasonable judgment of the Governing Body of such Member) and permitted by law and, if applicable, its status as a Tax-Exempt Organization. If the Master Trustee requests, the Group Representative shall provide the Master Trustee with an Officer's Certificate that states that (i) the Obligated Group has taken all action necessary to comply with the procedures set forth above for preparing a report and adopting a plan and (ii) the Obligated Group has followed each recommendation contained in such report to the extent feasible (as determined in the reasonable judgment of the Group Representative) and permitted by law and, if applicable, its status as a Tax-Exemption Organization.

Reporting Related to Long-Term Debt Service Coverage Ratio and the Liquidity Covenant. The Obligated Group has covenanted to provide the following reporting related to the forgoing covenants:

Contemporaneously with filing the Financial Statements for a Fiscal Year or other period as required under the Master Indenture, deliver to the Master Trustee an Officer's Certificate stating the Long-Term Debt Service Coverage Ratio as of the end of such Fiscal Year or such other period, and stating whether, to the best of the knowledge of the signer of such Officer's Certificate, any Member is not in compliance with any covenant contained in the Master Indenture and, if so, specifying each such failure to comply of which the signer may have knowledge and the steps that are being taken by the Obligated Group to cure such non-compliance.

Within 180 days after each Liquidity Testing Date, file with the Master Trustee an Officer's Certificate stating the Days' Cash on Hand Ratio as of such Liquidity Testing Date.

Unless required to be delivered at an earlier time, within 30 days after its receipt thereof, file with the Master Trustee a copy of each report which any provision of the Master Indenture requires to be prepared by a Management Consultant.

If any Member of the Obligated Group is required to make filings on EMMA in connection with Related Bonds, then for as long as the Member must make filings on EMMA, the Member shall file on EMMA the items required to be filed with the Master Trustee within the time period required under such subsections in lieu of filing those items with the Master Trustee.

Additional Indebtedness Under the Master Indenture. Each Member shall not incur any Indebtedness (other than the Initial Obligations) if an Event of Default has occurred and is continuing, and if after giving effect to all other Indebtedness incurred by the Obligated Group, such Indebtedness could not be incurred pursuant to subsections (a) to (e), inclusive, below. No Member shall incur any Indebtedness except for:

(a) Long-Term Indebtedness if, prior to incurrence thereof, one of the following conditions is met: (1) there is delivered to the Master Trustee an Officer's Certificate certifying that the Long-Term Debt Service Coverage Ratio, taking into account all Outstanding Long-Term Indebtedness and the Long-Term Indebtedness proposed to be incurred as if it had been incurred at the beginning of such period, for the most recent Fiscal Year preceding the date of delivery of the Officer's Certificate for which Financial Statements are available, is not less than 1.10; or (2) there is delivered to the Master Trustee (A) an Officer's Certificate (accompanied by the report of the Management Consultant mentioned below) certifying that the Long-Term Debt Service Coverage Ratio, taking into account all Outstanding Long-Term Indebtedness, but not the Long-Term Indebtedness then proposed to be incurred, for the most recent Fiscal Year preceding the date of delivery of the Officer's Certificate, for which Financial Statements are available, is not less than 1.10; and (B) a report of a Management Consultant stating that the forecasted Long-Term Debt Service Coverage Ratio, taking the proposed Long-Term Indebtedness into account, for, (i) in the case of Long-Term Indebtedness to finance capital improvements, the Fiscal Year immediately succeeding the year in which such capital improvements are expected to be placed in operation, or (ii) in the case of Long-Term Indebtedness not financing capital improvements, the Fiscal Year immediately succeeding the year in which the Long-Term Indebtedness is incurred, is not less than 1.20; or (3) there is delivered to the Master Trustee an Officer's Certificate (accompanied by the report of the Management Consultant mentioned below) certifying that (x) the Long-Term Debt Service Coverage Ratio, taking into account all Outstanding Long-Term Indebtedness, but not the Long-Term Indebtedness then proposed to be incurred, for the most recent Fiscal Year preceding the date of delivery of the Officer's Certificate, for which Financial Statements are available, is not less than 1.10; and (y) immediately after the incurrence of such Long-Term Indebtedness, the aggregate principal amount of Outstanding Long-Term Indebtedness does not exceed 40% of the Obligated Group's assets (calculated on the basis of the Book Value of the assets shown on the asset side of the balance sheet in such Financial Statements of the Obligated Group).

(b) Short-Term Indebtedness if (i) the aggregate principal amount of the Short-Term Indebtedness to be incurred and all other Outstanding Short-Term Indebtedness does not exceed 20% of Total Cash and Investments as shown on the Financial Statements for the most recent Fiscal Year for which Financial Statements are available or (ii) the Short-Term Indebtedness could be incurred as if it were Long-Term Indebtedness (and is treated as Balloon Indebtedness for the applicable calculations).

(c) Subordinate Indebtedness, Non-Recourse Indebtedness and Unsecured Indebtedness, all without limitation.

(d) Indebtedness secured by Property that is permitted to be disposed under the Master Indenture at the time the Indebtedness is incurred.

(e) Indebtedness, without limitation, under a line of credit, letter of credit, standby bond purchase agreement or similar liquidity or credit enhancement facility established in connection with the incurrence of any Indebtedness; provided, however, that any liabilities resulting from the use of or drawing under such liquidity or credit enhancement facility shall be included in Indebtedness for all purposes of the Master Indenture. If a liquidity facility is used or drawn upon to purchase, but not retire, Indebtedness, then the principal amount of such Indebtedness so purchased shall be excluded from Indebtedness.

(f) Put Indebtedness if, before the incurrence of such Put Indebtedness, (i) the conditions described in subsection (a) of this section are met, and (ii) either (A) a binding commitment from a bank or other financial institution exists to provide financing sufficient to pay the purchase or redemption price of such Put Indebtedness on any date on which the owner of such Put Indebtedness may demand payment thereof pursuant to the terms of such Put

Indebtedness, or (B) the obligation to pay the purchase or redemption price of such Put Indebtedness on any date on which the owner of such Put Indebtedness may demand payment thereof pursuant to the terms of such Put Indebtedness are contingent upon the availability of an amount of Gross Receipts that is specified in the instruments evidencing such Put Indebtedness.

Disposition of Assets. The Master Indenture provides that no Member shall Transfer in any Fiscal Year Property, Plant and Equipment except for Transfers: (1) to any Person of leases, rights, privileges or licenses no longer used or, in the judgment of such Member, useful in the conduct of its business; (2) to another Member of the Obligated Group, without limitation; (3) of Property that is restricted by a donor to a particular use; (4) so long as no Event of Default has occurred and is continuing, to any Person provided that the Member of the Obligated Group proposing to make such Transfer shall receive, as consideration of such Transfer, cash or Property, the value of such consideration to be determined by the management of the Member of the Obligated Group making such transfer, equal to or greater than the fair market value of the asset so transferred, such fair market value to be determined by the management of the Member of the Obligated Group making such Transfer (each Member of the Obligated Group covenants to maintain records adequate to enable the Master Trustee to ascertain that the provisions of this exception have been complied with and to make such records available to the Master Trustee upon request); and (5) so long as no Event of Default has occurred and is continuing, to or upon the direction of any governmental entity in connection with any condemnation proceeding, zoning approval or similar transaction, and the Master Trustee receives an Officer's Certificate that states that ingress to and egress from the Facilities is not materially impaired.

Further, the Master Indenture provides that no Member shall Transfer Gross Receipts, cash or investments, except for Transfers: (1) to any Member of the Obligated Group, without limitation; (2) so long as no Event of Default has occurred and is continuing, to any Person, provided that the Member shall receive, as consideration for such Transfer, Property the fair market value of which is at least equal to or greater than the amount of the cash or investments so transferred, such fair market value to be determined by management of the Member making such Transfer (each Member of the Obligated Group covenants to maintain records adequate to enable the Master Trustee to ascertain that the provisions of this exception have been complied with and to make such records available to the Master Trustee upon request); (3) so long as (1) there are no deficiencies in a bond fund or a debt service reserve fund created with respect to Related Bonds, (2) such Transfer would not cause an Event of Default, with the giving of notice under the Master Indenture, and (3) the Obligated Group shall have at least 250 Days' Cash on Hand after such Transfer, calculated as of the date of the disposition, to any Person.

Finally, the Master Indenture provides that no Member shall make loans to other Persons, unless the loan is (i) evidenced in writing, (ii) for a reasonable term and bears a reasonable interest rate and (iii) reasonably expected to be repaid in accordance with its terms. The Master Indenture provides exceptions to this covenant for expenses of operations; charity care and community benefits and making charitable donations and donations and voluntary payments to government agencies; purchasing and selling Property in the ordinary course of operations and its operations as a Tax-Exempt Organization; transferring cash, securities, and investment properties for prudent investments or the payment of goods and services for substantially equivalent value; merger, consolidation, selling assets or reorganization in accordance with the Master Indenture; transferring Excluded Real Property or Property that is not a Facility; and taking actions regarding any lease of Property in the ordinary course of operations and its operations as a Tax-Exempt Organization. See **APPENDIX C** for the forms of proposed Financing Documents.

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DEBT SERVICE SCHEDULE

The following table sets forth for each 12-month period ending on June 30 the amounts payable by the University for the payment of principal of and interest on its long-term indebtedness after giving effect to the issuance of the Series 2025 Bonds. Such amounts reflect the University's payment during the applicable fiscal year.

Fiscal Year	<u>Series 2025 Bonds</u>		Total Debt Service
	Principal	Interest	
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
2036			
2037			
2038			
2039			
2040			
2041			
2042			
2043			
2044			
2045			
2046			
Total			

THE OBLIGATED GROUP

The University operates a private, accredited institution of higher education in Harrisonburg, Virginia. The University is an organization exempt from federal taxation under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"). Attached as **APPENDIX A** to this Official Statement is a more complete description of the University and its operations. Attached as **APPENDIX B** are the audited consolidated financial statements as of and for the year ended June 30, 2024.

BONDHOLDERS' RISKS[†]

The ability of the Authority to make timely payments of principal and interest on the Series 2025 Bonds depends solely on the ability of the Obligated Group to make timely payments of principal of and interest on the Series 2025 Obligations. The Authority will provide no other funds for payment of the Series 2025 Bonds. The University has agreed under the Loan Agreement to make all payments required under the Series 2025 Obligations as they become due. The University expects that revenues derived from its and other future Members of the Obligated Group's ongoing operations, when taken together with other funds available for such purposes, will be adequate to make such debt service payments. A number of factors, however, including those set forth below, may adversely affect the

[†] NTD: Subject to review and modification.

Obligated Group's ability to make timely debt service payments. For more information on the University, see **APPENDICES A and B** hereto.

Revenue from Student Fees; Competition. The University receives a significant percentage of its annual revenues from tuition, fees and other charges to students. Demand for attendance may be subject to a number of factors beyond the control of the University, such as general economic and demographic conditions and public and private funding of financial aid. The University also competes with non-profit and for-profit colleges and universities who offer online distance learning programs. Online education is a highly fragmented and competitive market that is subject to rapid technological change. In addition, student applications and enrollment at the University may be influenced, more than is customary, by the Christian mission and philosophy of the University and by changes in the political and religious views of potential students. There can be no assurance that the University in the future will be able to compete successfully for academically-qualified students.

As described more fully in the section titled **"PROFILE OF THE UNIVERSITY – Competing Institutions"** in **APPENDIX A**, the University faces competition for students with high academic achievements. This competition is likely to continue as students choose whether to attend the University, or another private or public college or university. Factors that influence a student's selection of a college or university include, among other things, academic reputation, faculty, degree programs, course and major selection, the relative cost of attendance, the availability of financial aid and prospects for employment upon graduation.

Factors Associated with Independent Educational Institutions. There are a number of factors affecting post-secondary educational institutions in general, including the University, that could have an adverse effect on the University's financial position and its ability to make the payments required under the Loan Agreement. The ability of the University to realize revenues in amounts sufficient to meet its obligation relating to the Series 2025 Bonds is affected by and subject to conditions which may change in the future to an extent and with effects that cannot be determined at this time. The extent of the ability of the University to generate future revenues has a direct effect upon the payment of principal of, and premium, if any, and interest on the Series 2025 Bonds. These factors include, but are not limited to, increased costs of compliance with federal or Virginia laws or regulations, including, without limitation, laws or regulations concerning environmental quality, work safety and accommodating persons with disabilities; any unionization of the University's work force with consequent impact on wage scales and operating costs of the University; the inability to attract a sufficient number of students; and disruption of the University's operations by real or perceived threats against the University, its employees or students. The University cannot assess or predict the ultimate effect of these factors on its operations or financial results of operations.

Market Value of Investments. Like other endowed organizations, the University may incur investment gains or losses in any given year. While the University believes that its investments are being managed prudently and has adopted policies designed to ensure the prudent management of these investments in the future, there can be no assurance that unforeseen developments in the securities markets will not have an adverse effect on the market value of these investments and the income generated therefrom, thereby decreasing the amount of funds available to pay debt service on the Series 2025 Obligations. See **"UNIVERSITY FINANCES – Investments and Endowment"** in **APPENDIX A**.

Uncertainties of Federal Legislation and Federal Policy. Federal policies involving education and other topics can shift, sometimes dramatically, from one presidential administration or United States Congress to another. Recently, several such policy shifts, including the substantial reduction of, or the possible closure of, the federal Department of Education have been proposed or promulgated through presidential executive orders and other official and unofficial action at the federal level. The University cannot predict the outcome of such proposals or other actions, nor the potential impact on the University of any future such changes on federal policy. However, such changes could have adverse effects on University net revenues, particularly related to the amount of federal support for student aid and student loan programs.

Financial Assistance. As described in the section titled **"PROFILE OF THE UNIVERSITY – Financial Assistance"** in **APPENDIX A**, the University has historically provided substantial financial assistance in the form of scholarships, grants and loans. Financial assistance is a significant factor in the decision of many students to attend a particular college or university. The University's ability to maintain current and projected required levels of financial assistance is directly affected by both fundraising and federal financial aid programs. Reductions in these sources of

funds could reduce the number of qualified applicants and the number of students actually enrolling. The University is a faith-based organization and changes to federal or state laws could impact the University's ability to access federal financial aid programs.

Federal law mandates specific regulatory responsibilities for each of the following components of the higher education regulatory triad: (1) the federal government through the U.S. Department of Education ("Department of Education"); (2) the accrediting agencies recognized by the U.S. Secretary of Education, and (3) state education regulatory bodies.

The regulations, standards and policies of these regulatory agencies frequently change, and changes in, or new interpretations of, applicable laws, regulations, standards or policies could have a material adverse effect on the University's accreditation, authorization to operate in Virginia or other states, permissible activities, receipt of funds under Title IV programs or costs of doing business.

Because the University operates in a highly regulated industry, it is subject to compliance reviews and claims of noncompliance and related lawsuits by government agencies, accrediting agencies and third parties, including claims brought by third parties on behalf of the federal government. For example, the Department of Education regularly conducts program reviews of educational institutions that are participating in Title IV programs and the Office of Inspector General of the Department of Education regularly conducts audits and investigations of such institutions.

If the University is found to be in noncompliance with any of these laws, regulations, standards or policies, it could lose its access to Title IV program funds, which would have a material adverse effect on University's revenues, cash flow and financial position. Findings of noncompliance also could result in the University being required to pay monetary damages, or being subjected to fines, penalties, injunctions, restrictions on its access to Title IV program funds or other censure that could have a material adverse effect on its revenues, cash flow and financial position.

Accreditation. The University is accredited by the Commission on Colleges of the Southern Association of Colleges and Schools ("SACS"), one of six regional accrediting agencies recognized by the Secretary of the Department of Education. Accreditation by a recognized accrediting agency is required for an institution to become and remain eligible to participate in Title IV programs. To remain accredited, the University must continuously meet certain criteria and standards relating to, among other things, performance, governance, institutional integrity, educational quality, faculty, administrative capability, resources and financial stability. Failure to meet any of these criteria or standards could result in the loss of accreditation.

If the University were to lose its SACS accreditation, or if the Department of Education ceased to recognize SACS for any reason, the University would not be eligible to participate in Title IV programs unless SACS was again recognized or the University received accreditation from another accrediting body recognized by the Department of Education. The loss of accreditation would, among other things, render the University and its students ineligible to participate in Title IV programs, reduce the marketability of a degree from the University, affect its authorization to operate in Virginia and decrease student demand. If the University lost its accreditation it could not conduct its business as it is currently conducted and it would have a material adverse effect on its revenues, cash flow and financial position.

In addition, certain of the University's programs have specialized accreditations that make those programs more desirable to students. If the University were to lose any of these specialized accreditations, the particular program could suffer a decrease in student demand which could adversely affect the University's revenues, cash flow and financial position.

Endowment Draw. The University's budget includes some spending from endowment income each year. The University's current endowment spending policy allows draws of _____% of a _____ moving average of the market value of the endowment corpus. There can be no assurance, however, that the University will not revise such policy to allow larger draws on the endowment. All such draws on the endowment reduce assets of the University and may have an adverse effect on the University's ability to provide for payment of the Series 2025 Bonds. In addition, while the University invests pursuant to an investment plan, the earnings on such investments are dependent

upon a variety of economic conditions that cannot be predicted, including market fluctuations that could have an adverse effect on such investment income.

Fundraising. The University has demonstrated an ability to raise funds from a variety of benefactors for its operations, capital development programs and endowment. The ability to raise funds in the future may be affected adversely by a number of factors, including changes in general economic conditions and tax law changes affecting the deductibility of charitable contributions. See “**UNIVERSITY FINANCES - Fundraising**” in **APPENDIX A**.

Limitations Upon Mortgaged Property. The major components of the Mortgaged Property have been specifically constructed or subsequently improved for higher education purposes [and are subject to restrictions that limit the use thereof to this purpose]. Furthermore, the Mortgaged Property does not include all of the Campus. As a result, in the event of a foreclosure of the Deed of Trust, the number of uses that could be made of the Mortgaged Property and the number of entities that would be interested in purchasing the Mortgaged Property would be limited, and the sale price might thus be affected. Attempts to sell or foreclose on commercial property or otherwise realize upon security for obligations may be met with defensive measures such as protracted litigation and/or bankruptcy proceedings, and such defensive measures can greatly increase the expense and time involved in achieving such foreclosure or other realization. Even if the Bond Trustee were to acquire title to the Mortgaged Property pursuant to its foreclosure remedies, the ability of the Bond Trustee to lease or resell the Mortgaged Property to third parties, thereby liquidating the investment, would be limited as a result of the nature of the Mortgaged Property. For these reasons, no assurance can be made that the amount realized upon any forced sale of the Mortgaged Property will be fully sufficient to pay and discharge the Series 2025 Bonds or any additional indebtedness. In particular, there can be no representation that the insurance value of the property included in the Mortgaged Property constitutes a realizable amount upon any forced sale thereof.

Additional Debt. The Master Indenture and Loan Agreement provide that the University and other Members of the Obligated Group may, within certain limitations, incur additional indebtedness as and to the extent specified therein. See **APPENDIX C**. The Members agree in the Master Indenture that they will not create or suffer the creation or existence of any lien on any of their respective facilities, other than certain Permitted Liens. Any lien so created, although not a Permitted Lien, may nonetheless be enforceable against such Members. In addition, the Members of the Obligated Group are subject to restrictions and limitations with respect to the incurrence of indebtedness, consolidation and merger, transfer of assets and addition and withdrawal of Members of the Obligated Group. See “**SECURITY FOR SERIES 2025 BONDS**” and **APPENDIX C**. The incurrence of additional indebtedness, whether secured or unsecured, in the future may have an adverse effect on (i) the Obligated Group’s ability to make debt service payments on the Series 2025 Obligations, and (ii) the market price of the Series 2025 Bonds. Holders of the Series 2025 Bonds may be required to share with holders of existing indebtedness and any future additional indebtedness any moneys realized from the execution of remedies or bankruptcy proceedings and in the proceeds of certain insurance and condemnation awards.

Permitted Liens. The Master Indenture provides no Member will create or suffer to be created or permit the existence of any Lien upon Gross Receipts or Mortgaged Property or any other Property now owned or hereafter acquired by it other than “Permitted Liens,” as defined in the Master Indenture. See “**SECURITY FOR SERIES 2025 BONDS**” and **APPENDIX C**.

Future Capital Expenditures. The Obligated Group may finance future capital expenditures with tax-exempt and/or taxable borrowings, and neither the Bond Indenture, the Master Indenture, nor the Loan Agreement restricts the Obligated Group from issuing additional indebtedness except as otherwise discussed herein or in the Financing Documents. See “**SECURITY FOR SERIES 2025 BONDS**” and **APPENDIX C**. Although such expenditures are largely discretionary, the failure to continue such capital expenditures could result in a loss of competitive position.

Tax Exempt Status. The University has received letters from the Internal Revenue Service (the “IRS”) confirming its status as a tax exempt organization described in Section 501(c)(3) of the Code. To maintain such status, the University is required to conduct its operations in a manner consistent with representations previously made to the IRS and with current and future IRS regulations and rulings governing tax exempt organizations. In recent years, the IRS and members of Congress have expressed concern about the need for more restrictive rules governing the tax exempt status of 501(c)(3) organizations generally, but no specific legislation is now pending which would have a

substantial adverse effect on the University's tax exempt status. The Congress and the IRS have also focused more closely on the scope of activities constituting unrelated business income; however, the effect on the University should not be material because the University believes its activities giving rise to such income are not substantial. Compliance with current and future regulations and rulings of the IRS could adversely affect the ability of the University to charge and collect revenues, finance or refinance indebtedness on a tax exempt basis or otherwise generate revenues necessary to provide for payment of the Series 2025 Obligations. Although the University has covenanted to maintain its status as a tax exempt organization, loss of tax exempt status, should that occur, would likely have a significant adverse effect on the University and its operations and could result in the includability of interest on the Series 2025 Bonds in gross income of the holders thereof for federal income tax purposes retroactively to their date of issue. See "**TAX MATTERS.**"

Secondary Market. There is no guarantee that a secondary trading market will develop for the Series 2025 Bonds. Consequently, prospective purchasers of the Series 2025 Bonds should be prepared to hold their Series 2025 Bonds to maturity or prior redemption. Subject to applicable securities laws and prevailing market conditions, the Underwriters intend, but are not obligated, to make a market in the Series 2025 Bonds.

Bankruptcy. Any attempt by the Bond Trustee to enforce payment of the Series 2025 Obligations or other rights provided in the Loan Agreement may be limited by bankruptcy proceedings and usual equity principles, which may restrict the Bond Trustee's ability to seek payment from property of the Obligated Group. Bankruptcy proceedings by the Obligated Group could have adverse effects on holders of the Series 2025 Bonds, including (a) delay in the enforcement of their remedies, (b) subordination of their claims to claims of those supplying goods and services to the Obligated Group after the initiation of bankruptcy proceedings and to the administrative expenses of bankruptcy proceedings, and (c) imposition without their consent of a plan of reorganization reducing or delaying payment of the Series 2025 Bonds. The United States Bankruptcy Code contains provisions intended to ensure that, in any plan of reorganization not accepted by at least a majority of any class of creditors such as the holders of the Series 2025 Bonds, such class of creditors will have the benefit of their original claim or the "indubitable equivalent" thereof; however, such plan may not provide for payment in full of the Series 2025 Bonds. The effect of these and other provisions of the United States Bankruptcy Code cannot be predicted, and may be affected significantly by judicial interpretation.

Risks Specific to Bank Debt. In accordance with the Additional Debt provisions of the Financing Documents discussed in this Official Statement and as otherwise set forth in **APPENDIX C**, the Obligated Group may incur additional debt in the future, through private placements with one or more financial institutions (each, "Bank Debt"). The terms of each Bank Debt will likely be negotiated separately and could create certain risks that could negatively affect the Obligated Group's ability to make the payments on the Series 2025 Bonds. The risks associated with Bank Debt include, but are not limited to, the following:

- (a) being variable rate (which would subject the Obligated Group to interest rate risk, if interest rates were to increase);
- (b) having a balloon payment at maturity or call date (which would subject the Obligated Group to either a large payment of cash at maturity or require the Obligated Group to obtain alternate financing, and there could be no guarantee that the Obligated Group could accomplish either); and
- (c) having financial covenants that are more restrictive than those in the Master Indenture, the Bond Indenture, the Loan Agreement or the Series 2025 Obligations (which could result in a situation where the Obligated Group is in default of its obligations under Bank Debt but not the Series 2025 Bonds), including but not limited to the right to accelerate if a cross default occurs with respect to other indebtedness of the Obligated Group.

Risks Associated with Swaps. The Obligated Group may from time to time enter into interest rate swap transactions as a hedging device. Under certain circumstances, a swap may be terminated prior to its termination date. If a swap is terminated under certain market conditions, the Obligated Group may owe a termination payment to the swap provider. Such a termination payment generally would be based upon the market value of the swap on the date of termination and could be substantial. In addition, a partial termination of a swap could occur to the extent that any outstanding principal amount of the indebtedness hedged with the swap is prepaid. If such a prepayment occurs, a termination payment related to the portion of the swap to be terminated will be owed by either the Obligated Group

or the swap provider, depending on market conditions. In the event of an early termination of a swap, there can be no assurance that (a) the Obligated Group will receive any termination payment payable to it by the swap provider, (b) the Obligated Group will have sufficient amounts to pay a termination payment payable by it to the swap provider, and (c) the Obligated Group will be able to obtain a replacement swap agreement with comparable terms. The University has credit risk to the extent the swap provider's credit or ability to perform is reduced.

Reputational Risk. The University is subject to financial and other risks, which risks may differ from those of other private, nonprofit colleges. For example, changes in the reputation of the University, any third-party service providers, affiliates and/or the University's leadership, faculty or student body, either generally or with respect to certain academic or extra-curricular areas, may affect the University's ability to attract students to projected enrollment levels, and may affect the University's ability to attract quality faculty and staff at competitive salaries. In addition, litigation brought against the University or any of the other parties listed above by parents, civil authorities, students or former or potential employees may have a materially adverse impact on the reputation of the University. There can be no assurance that these or other factors will not adversely affect the University's ability to generate adequate funds from its operations to pay all payments required under the Loan Agreement when due.

Faculty. The ability of the University to attract and retain quality faculty members is an important factor in the University's academic reputation and its ability to attract students. Should any reduction of programs be necessitated by economic conditions, the University's ability to reduce the size of its faculty may be limited.

Enforcement of Remedies. The remedies available to the Bond Trustee or the Bondholders of the Series 2025 Bonds upon an Event of Default under the Master Indenture, the Bond Indenture or the Loan Agreement are in many respects dependent upon judicial actions that are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, the remedies provided in the Master Indenture, the Bond Indenture and the Loan Agreement may not be readily available or may be limited.

Failure to Provide Ongoing Disclosure. The University will execute a Disclosure Dissemination Agent Agreement in connection with the issuance of the Series 2025 Bonds. Failure to comply with the Disclosure Dissemination Agent Agreement in the future may adversely affect the liquidity of the affected Series 2025 Bonds and their market price in the secondary market. See **APPENDIX E** for a form of the Disclosure Dissemination Agent Agreement.

[Rating Change. The rating on the Series 2025 Bonds may be changed at any time without notice, and no assurance can be given that such rating will not be revised or withdrawn by the rating agency if, in its judgment, circumstances should warrant such action. Any downward revision or withdrawal of a rating may have an adverse effect on the market price of the Series 2025 Bonds.]

Environmental Risks. The federal Comprehensive Environmental Response, Compensation and Liability Act (the "Federal Superfund Act") provides authority to the United States Environmental Protection Agency (the "EPA") to arrange for response actions in the event of a release or substantial threat of release of hazardous substances and also imposes liability for certain response costs and damages on the present owner (among other parties) of a site of such release or threat of release. The Federal Superfund Act provides that all costs and damages for which a person is liable to the United States will constitute a lien upon all real property belonging to such person which is subject to or affected by the response action. The federal lien is subject to the normal rules of priority.

[The University has no reason to believe that any portion of the Campus has environmental problems of a material nature. However, no environmental survey has been performed recently so there can be no assurances the Campus is free of environmental concerns.]

The University is not aware of any enforcement actions in process with respect to any releases of pollutants or contaminants at its facilities. However, there can be no assurance that an enforcement action or actions will not be instituted under such statutes at a future date. In the event such enforcement actions were initiated, the University could be liable for the costs of removing or otherwise treating pollutants or contaminants located at its facilities.

Laws and Regulations. The University is currently subject to a wide variety of federal, state and local environmental, health and safety and organizational laws and regulations. Additional legislation and regulations affecting the University and municipal securities generally is frequently considered by the United States Congress, the Virginia General Assembly and various regulatory bodies. Educational institutions are susceptible to the practical, financial and legal risks associated with compliance with such laws and regulations. As of the date of this Official Statement, the University is not aware of any pending or threatened claim, investigation or enforcement action which, if determined adversely to the University, would have material adverse consequences to the operations or financial conditions of the University. There can be no assurance given, however, that the University will not encounter environmental, health or safety-related risks or other compliance risks in the future, and such risks may result in material adverse consequences to the operation or financial condition of the University.

Litigation. Higher educational institutions like the University are often subject to litigation. Educator's professional liability and other actions alleging wrongful conduct and seeking punitive damages often are filed against education providers such as the University. Litigation may also arise from the corporate and operational activities of the University or from employee-related matters. As with educator's professional liability, many of these risks are covered by insurance but some are not.

For example, some contract disputes and worker's compensation claims are not covered by insurance or other sources, and may be a liability of the University if determined or settled adversely. Although the University maintains insurance policies covering educator's professional and general liability, management of the University is unable to predict the availability, cost or adequacy of such insurance in the future. Any inability of the University in the future to secure affordable, adequate insurance may expose the University to litigation risks that may adversely affect the University's ability to generate adequate funds to pay debt service on the Series 2025 Bonds.

Cybersecurity. Like many organizations, the University is highly dependent on digital technologies. These systems necessarily hold large quantities of highly sensitive protected information that is highly valued on the black market for such information. As a result, the electronic systems and networks of organizations like the University are considered likely targets for cyber-attacks and other potential breaches of their systems. In addition to regulatory fines and penalties, the educational entities subject to the breaches may be liable for the costs of remediating the breaches, damages to individuals whose information has been breached, reputational damage and business loss, and damage to the information technology infrastructure. The University has taken, and continues to take, measures to protect its information technology system against such cyber-attacks, but there can be no assurance that the University will not experience a significant breach. If such a breach occurs, the financial consequences of such a breach could have a material adverse impact on the University.

Amendments to Documents. Certain amendments to the Master Indenture, the Bond Indenture, and the Loan Agreement may be made without notice to or the consent of the holders of the Series 2025 Bonds. Such amendments could affect the security for the Series 2025 Bonds. See **APPENDIX C**.

In general, the Bond Indenture permits amendments to be made thereto (except for certain amendments that do not require Bondholder consent) only with the consent of the Bondholders of a majority in aggregate principal amount of Series 2025 Bonds then Outstanding. The Bond Indenture further provides that without the consent of the owners of all Bonds at the time Outstanding nothing therein contained shall permit, or be construed as permitting, any of the following:

- (1) an extension of the maturity of the principal of or the interest on any Series 2025 Bond, or
- (2) a reduction in the principal amount of any Series 2025 Bond or the rate of interest thereon, or
- (3) an extension of time or a reduction in amount of any payment required by any sinking fund that may be applicable to any Series 2025 Bond, or
- (4) a privilege or priority of any Series 2025 Bond or Series 2025 Bonds over any other Series 2025 Bond or Series 2025 Bonds, or

- (5) a reduction in the aggregate principal amount of Series 2025 Bonds required for consent to such supplemental indenture, without the consent and approval of the holders of all of the Series 2025 Bonds then outstanding.

Notwithstanding the foregoing, the Bond Indenture provides that (i) during any period of time in which an Event of Default has occurred and is continuing, an amendment of the type described in clauses (1), (2), (3), (4) or (5) above may be made with the consent of the Holders of at least sixty-seven percent (67%) in aggregate principal amount of all Outstanding Series 2025 Bonds; provided, however, any such amendment shall not result in a change in preference or priority of any Series 2025 Bond over any other Series 2025 Bond and no such amendment described in clauses (1), (2), (3), (4) or (5) shall result in a disproportionate change, reduction or modification with respect to any Series 2025 Bonds.

This provision is intended to make it easier for the University to restructure its indebtedness, including the Series 2025 Bonds, if an Event of Default has occurred, without having to file for bankruptcy under the federal Bankruptcy Code. In the absence of a provision such as this in the Bond Indenture, such a change in payment terms of the Series 2025 Bonds could only be made under a plan of reorganization approved by a Bankruptcy Court. The consent of the holders of 100% of the Series 2025 Bonds would be extremely difficult to obtain, and a bankruptcy filing would necessarily involve delay and expense which could affect the ability of the University to accomplish a successful reorganization. The sixty-seven percent (67%) consent requirement would only be in effect if an Event of Default occurred and was continuing.

Prospective purchasers of the Series 2025 Bonds are advised that this provision means there is a risk that if an Event of Default occurs, there may be an amendment made to the Bond Indenture which affects the payment provisions of the Series 2025 Bonds such purchaser holds, the priority of payment of such Series 2025 Bonds or other matters described in clauses (1) through (5) above. This amendment may be made without the consent of such purchasers, if the holders of sixty-seven percent (67%) in aggregate principal amount of the Series 2025 Bonds of the same maturity consent to such amendment, and the other conditions to such are met. See **APPENDIX C**.

Additions to Obligated Group; Dilution. The University will be the initial Member of the Obligated Group. [Although the University has no present intention of adding any additional Members to the Obligated Group,] it may do so at any time provided that the new Members satisfy the conditions of the Master Indenture. Each Member, as a co-obligor and not as guarantor, will jointly and severally covenant to pay the principle of, premium, if any and interest on all Obligations issued under the Master Indenture and to perform any and all other covenants, agreements and obligations under the Master Indenture, subject to the right of such Member to withdraw from the Obligated Group. The University, however, will covenant not to withdraw from the Obligated Group so long as any Series 2025 Bonds remain outstanding. No Member of the Obligated Group may withdraw from the Obligated Group unless, prior to the taking of such action, there is delivered to the Master Trustee: (i) if all amounts due or to become due on any Tax-Exempt Related Bond, have not been fully paid to the holder thereof, an Opinion of Bond Counsel, in form and substance reasonably satisfactory to the Master Trustee (based on its review and the review of such counsel as the Master Trustee may retain in its discretion), to the effect that such Member's withdrawal from the Obligated Group would not adversely affect the exclusion from gross income for purposes of federal income taxation of the interest on any such Tax-Exempt Related Bond; and (ii) the Group Representative shall have delivered to the Master Trustee an Officer's Certificate stating that (A) all conditions precedent provided in this Master Indenture relating to such withdrawal have been complied with and (B) immediately after giving effect to such withdrawal, no Event of Default under the Master Indenture shall have occurred and be continuing.

Upon the withdrawal of any Member from the Obligated Group, all liability of such Member for all Obligations Outstanding under the Master Indenture shall cease, any guaranty by such Member pursuant to the Master Indenture shall be released and discharged in full, the Master Trustee and the Deed of Trust Trustee shall execute and deliver to such Member a release of any Deed of Trust given by such Member, and the Master Trustee shall execute and deliver to such Member all UCC-3 termination statements necessary to terminate or confirm the termination of the security interest in the Gross Receipts of such Member pursuant to the Master Indenture.

If any real property is to be released from the Deed of Trust, the Obligated Group shall deliver to the Master Trustee an original executed counterpart of any amendment or supplement to the Deed of Trust releasing such property together with a certificate of the Group Representative certifying that the execution of such release, amendment, or

supplement is permitted by the Master Indenture, and the Master Trustee shall thereafter direct the Deed of Trust Trustee to release such property. The Obligated Group may, but is not obligated to, further provide the Master Trustee a mortgage title policy, or an endorsement to the mortgage title policy delivered in connection with the execution and delivery of the Master Indenture or any subsequent Obligation, showing the amount of title insurance equal to at least the principal amount of all Obligations outstanding after the withdrawal. Furthermore, upon such withdrawal, the Master Indenture shall be amended to delete therefrom any Excluded Real Property of such Member.

Further, no Member of the Obligated Group shall withdraw from the Obligated Group, unless: (i) the Group Representative has delivered to the Master Trustee a report of a Consultant, dated not more than 90 days before the proposed withdrawal from the Obligated Group to the effect that (1) the forecasted Long-Term Debt Service Coverage Ratio for each of the two full Fiscal Years immediately following such withdrawal will be not less than 1.10 or will be greater than it would have been if such withdrawal had not taken place and (2) upon completion of the withdrawal from the Obligated Group, the Obligated Group could incur one additional dollar of Long-Term Indebtedness that is secured on a parity basis under the Master Indenture; or (ii) the Group Representative has delivered to the Master Trustee an Officer's Certificate certifying that the Long-Term Debt Service Coverage Ratio, taking in account the proposed withdrawal from the Obligated Group (and assuming the proposed withdrawal had occurred at the beginning of the most recent Fiscal Year for which Financial Statements are available), would have been not less than 1.10.

The accounts of the Members of the Obligated Group will be combined for financial reporting purposes, and the combined accounts will be used in determining whether various covenants and financial tests contained in the Master Indenture have been met (including financial tests which must be met as conditions to transactions such as the incurrence of additional debt, the consummation of a merger or the transfer of assets to third parties). It is possible, therefore, that the addition of new Members to the Obligated Group could weaken the financial condition of the Obligated Group and diminish the financial performance of the Obligated Group.

Certain Matters Relating to Enforceability of the Master Indenture. The obligations of the Obligated Group and any future Member of the Obligated Group under the Series 2025 Obligations will be limited to the same extent as the obligations of debtors typically are affected by bankruptcy, insolvency and the application of general principles of creditors' rights and as additionally described below.

The accounts of the Obligated Group and any future Member of the Obligated Group will be combined for financial reporting purposes and will be used in determining whether various covenants and tests contained in the Master Indenture (including tests relating to the incurrence of Additional Indebtedness) are met, notwithstanding the uncertainties as to the enforceability of certain obligations of the Obligated Group contained in the Master Indenture which bear on the availability of the assets and revenues of the Obligated Group to pay debt service on Master Obligations, including the Series 2025 Obligations pledged under the Master Indenture as security for the Series 2025 Bonds. The obligations described herein of the Obligated Group to make payments of debt service on Obligations issued under the Master Indenture (including transfers in connection with voluntary dissolution or liquidation) may not be enforceable to the extent (1) enforceability may be limited by applicable bankruptcy, moratorium, reorganization or similar laws affecting the enforcement of creditors' rights and by general equitable principles and (2) such payments (a) are requested with respect to payments on any Master Obligations issued by a Member other than the Member from which such payment is requested, issued for a purpose which is not consistent with the charitable purposes of the Member of the Obligated Group from which such payment is requested or issued for the benefit of a Member of the Obligated Group which is not a "governmental unit" within the meaning of Section 141 of the Code or any person organized under the laws of the United States of America, or any state thereof, that is an organization described in Section 501(c)(3) of the Code exempt from federal income taxation under Section 501(a) of the Code; (b) are requested to be made from any money or assets which are donor-restricted or which are subject to a direct or express trust which does not permit the use of such money or assets for such a payment; (c) would result in the cessation or discontinuation of any material portion of the educational or related services previously provided by the Member of the Obligated Group from which such payment is requested; or (d) are requested to be made pursuant to any loan violating applicable usury laws. The extent to which the assets of any future Member of the Obligated Group may fall within the categories (b) and (c) above with respect to the Series 2025 Obligations cannot now be determined. The amount of such assets which could fall within such categories could be substantial.

A Member of the Obligated Group may not be required to make any payment on any Obligation, or portion thereof, the proceeds of which were not loaned or otherwise disbursed to such Member of the Obligated Group to the

extent that such payment would render such Member of the Obligated Group insolvent or which would conflict with or not be permitted by or which is subject to recovery for the benefit of other creditors of such Member of the Obligated Group under applicable laws. There is no clear precedent in the law as to whether such payments from a Member of the Obligated Group in order to pay debt service on the Series 2025 Obligations may be voided by a trustee in bankruptcy in the event of bankruptcy of a Member of the Obligated Group, or by third-party creditors in an action brought pursuant to Virginia fraudulent conveyance statutes. Under the Bankruptcy Code, a trustee in bankruptcy and, under Virginia fraudulent conveyance statutes and common law, a creditor of a related guarantor, may avoid any obligation incurred by a related guarantor if, among other bases therefor, (1) the guarantor has not received fair consideration or reasonably equivalent value in exchange for the guaranty, and (2) the guaranty renders the guarantor insolvent, as defined in the Bankruptcy Code or Virginia fraudulent conveyance statutes, or the guarantor is undercapitalized.

Application by courts of the tests of “insolvency,” “reasonably equivalent value” and “fair consideration” has resulted in a conflicting body of case law. It is possible that, in an action to force a Member of the Obligated Group to pay debt service on an Obligation for which it was not the direct beneficiary, a court might not enforce such a payment in the event it is determined that such Member is analogous to a guarantor of the debt of the Obligated Group who directly benefited from the borrowing and that sufficient consideration for such Member’s guaranty was not received and that the incurrence of such Obligation has rendered or will render the such Member insolvent.

Risks of Infectious Disease Outbreak. Institutions of higher education, including the University, could be impacted by a national or localized outbreak of a highly contagious or epidemic disease such as COVID-19. If such an outbreak were to occur nationally, or within the vicinity of the University, emergency protocols could be implemented by federal, state, local or University officials that could adversely affect the normal operations of the University, including the temporary shutdown or quarantine of affected facilities and potentially the entire University.

The outbreak and spread of COVID-19 or any similar diseases in the future may materially adversely impact financial markets in the United States and globally and national, state, and local economies and, accordingly, may have a material adverse impact on the University’s financial performance, including on its endowment performance. While the potential impact on the University cannot be predicted at this time, such an outbreak and spread could have a negative effect on the University’s financial operations and balance sheet and therefore could impact its ability to pay debt service as required by the Loan Agreement and the Master Indenture.

Other Risk Factors. Various other risk factors, such as fluctuations in interest rates and changes in tax laws affecting the Obligated Group’s cost of capital, could also affect the future financial strength or operational efficiency of the Obligated Group, and therefore its ability to make required payments of principal and interest on the Series 2025 Obligations.

The occurrence of any of the following events, or other unanticipated events, could adversely affect the operations of the Obligated Group:

- (1) Reinstatement or establishment of mandatory governmental wage, rent or price controls;
- (2) Inability to control increases in operating costs, including salaries, wages and fringe benefits, supplies and other expenses;
- (3) Adoption of other federal, state or local legislation or regulations having an adverse effect on the future operating or financial performance of the Obligated Group;
- (4) The cost and availability of energy;
- (5) Changes in the technological needs that increase the costs of providing educational services;
- (5) Any increase in federal funds for free community colleges or public universities that could impact applications to the University; and
- (6) Inflation or other adverse economic conditions.

PLAN OF FINANCE

Proceeds of the Series 2025 Bonds will be loaned to the University, which expects to apply such proceeds, together with other available funds of the University, as follows:

(1) to finance certain capital improvements at the Borrower's main campus, which consists of approximately 97 total acres with a street address of 1200 Park Road, Harrisonburg, Virginia 22802 (the "Main Campus"), including but not limited to, (a) renovating, replacing and installing new HVAC, roofs, plumbing, electrical, (b) expansion, renovation and equipping of dining facilities, (c) expansion, renovation, and equipping of various academic buildings, dormitories and athletic facilities and (d) construction, installation and equipping of a new approximately 6,000 square foot academic building (the "New Money Projects");

(2) to refinance certain indebtedness incurred for the acquisition, improvement, installation and equipping of certain capital improvements at the Main Campus, including renovations to the University Commons building, track and field and athletic facility improvements;

(3) to refund the outstanding principal amount of the Industrial Development Authority of the Town of Broadway, Virginia Educational Facilities Revenue Bond (Eastern Mennonite University), Series 2008 (Bank Qualified) (the "Series 2008 Bond"), that originally financed (a) the demolishing of Oakwood Hall and acquisition, construction and equipping of a new residence hall on the Main Campus to replace Oakwood Hall, (b) the renovation, construction, reconstruction, expansion and equipping of existing residence halls, including Elmwood Hall, Maplewood Hall, and Parkwood Apartments, (c) the refunding in full of those certain \$6,870,000 Industrial Development Authority of the Town of Bridgewater, Virginia, Higher Education Facilities Revenue Refunding Bonds (Eastern Mennonite University), Series 1998 (Bank Qualified), (d) the refunding in full of existing obligations of the Borrower on the purchase money loans that financed the acquisition of the President's residence, and (e) the costs of issuance and other costs incident to the issuance of the Series 2008 Bond;

(4) to refund the outstanding principal amount of the Industrial Development Authority of the Town of Broadway, Virginia Educational Facilities Revenue Bond (Eastern Mennonite University), Series 2010 (Bank Qualified) (the "Series 2010 Bond"), that originally financed (a) the renovation, construction, reconstruction, expansion and equipping of existing residence halls at the Main Campus, including Elmwood and Maplewood Halls, and (b) the costs of issuance and other costs incident to the issuance of the Series 2010 Bond;

(5) to refund the outstanding principal amount of the Virginia Small Business Financing Authority Taxable Qualified Energy Conservation Bond (Direct Pay) (Virginia SAVES Green Community Program – Eastern Mennonite University Project), Series 2016 (the "Series 2016 Bond"), that originally financed (a) the acquisition, development, construction, installation and equipping of energy efficiency improvements and related infrastructure at various facilities on the Main Campus and (b) the costs of issuance and other costs incident to the issuance of the Series 2016 Bond; and

(6) to finance amounts required for reserves, costs of issuance, capitalized interest, working capital and other financing expenses related to the issuance of the Bonds (collectively (1) through (6), the "Plan of Finance").

[Remainder of page intentionally left blank.]

SOURCES AND USES OF FUNDS

The sources and uses of funds related to the Series 2025 Bonds are estimated to be substantially as follows:

<u>Sources of Funds</u>	<u>Series 2025A</u>	<u>Series 2025B</u>
Principal Amount		
[Plus][Net] Original Issue [Premium]		
Total Sources		
<u>Uses of Funds</u>		
Deposit to Escrow Fund to Refund the Refunded Bonds		
Deposit to Debt Service Reserve Fund		
Amount Set Aside for Arbitrage Rebate with Respect to Refunded Bonds		
Issuance Expenses*		
Additional Proceeds		
Total Uses		

*Includes Underwriters' discount, legal fees, financial advisor fees, etc. See "UNDERWRITING."

UNDERWRITING

The Series 2025 Bonds are being purchased by Piper Sandler & Co. and B.C. Ziegler & Company (the "Underwriters"). The bond purchase agreement for the Series 2025 Bonds (the "Bond Purchase Agreement") sets forth the Underwriters' obligation to purchase (1) the Series 2025A Bonds at an aggregate purchase price of \$_____, representing the par amount, [plus] [net] original issue [premium] of \$_____ and less an underwriting discount of \$_____, and (2) the Series 2025B Bonds at an aggregate purchase price of \$_____, representing the par amount, [plus] [net] original issue [premium] of \$_____ and less an underwriting discount of \$_____. The obligation of the Underwriters to pay for the Series 2025 Bonds is subject to certain terms and conditions set forth in the Bond Purchase Agreement, including the delivery of specified opinions of counsel and of a certificate of the University that there has been no material adverse change in its condition (financial or otherwise) from that set forth in this Official Statement.

[inserts to come with any particular disclaimers]

The Underwriters may offer and sell the Series 2025 Bonds to certain dealers (including dealer banks and dealers depositing the Series 2025 Bonds into investment trusts) and others at prices different from the public offering prices stated on the cover page of this Official Statement. Such initial public offering prices may be changed from time to time by the Underwriters.

FINANCIAL ADVISOR

Davenport & Company LLC, Richmond, Virginia (the "Financial Advisor") is employed as a financial advisor to the University in connection with the issuance of the Series 2025 Bonds. The Financial Advisor, in its capacity as financial advisor, does not assume any responsibility for the information, covenants and representations contained in any of the legal documents provided, agreed to or made by others with respect to the federal income tax status of the Series 2025 Bonds, or the possible impact of any present, pending or future actions taken by any legislative or judicial bodies.

[RATING]

[As shown on the cover page of this Official Statement, the Series 2025 Bonds have been rated "____" (____ outlook) by [S&P Global Ratings ("S&P")]. The University requested that the Series 2025 Bonds be rated

and furnished certain information to [S&P], including certain information that may not be included in this Official Statement. The rating is based solely on financial and other information of the University provided by the University.

Further explanation of the significance of such rating may be obtained from [S&P]. Such rating is not a recommendation to buy, sell or hold the Series 2025 Bonds. There is no assurance that such rating will not be withdrawn or revised downward by [S&P]. Such action, if taken, could have an adverse effect on the market price of the Series 2025 Bonds.

Neither the Authority nor the Underwriters have undertaken any responsibility after issuance of the Series 2025 Bonds to assume maintenance of the rating, to bring to the attention of owners of the Series 2025 Bonds any proposed revision to or withdrawal of such rating, or to oppose any such revision or withdrawal.]

BONDS ELIGIBLE FOR INVESTMENT AND SECURITY FOR PUBLIC DEPOSITS

The Act provides that bonds issued pursuant thereto shall be legal and authorized investments for banks, savings banks, trust companies, building and loan associations, insurance companies, fiduciaries, trustees and guardians and for all public funds of the Commonwealth or other political corporations or subdivisions of the Commonwealth. No representation is made as to the eligibility of the Series 2025 Bonds for investment or any other purpose under any law of any other state. The Act also provides that bonds, such as the Series 2025 Bonds, issued pursuant thereto shall be eligible to secure the deposit of public funds of the Commonwealth, localities, school districts or other political corporations or subdivisions of the Commonwealth, and shall be security for such deposits to the extent of their value when accompanied by all unmatured coupons appertaining thereto.

LEGAL MATTERS

Certain legal matters relating to the authorization, issuance and sale of the Series 2025 Bonds are subject to the approving opinion of McGuireWoods LLP, Richmond, Virginia, Bond Counsel. This opinion (the “Bond Opinion”) will be furnished at the expense of the University upon delivery of the Series 2025 Bonds, in substantially the form set forth in **APPENDIX D**. The Bond Opinion will be limited to matters relating to the authorization and validity of the Series 2025 Bonds and to the tax status of the Series 2025 Bonds under current federal and Virginia income tax laws. The Bond Opinion makes no statement as to the ability of the University to provide for payment of the Series 2025 Bonds or as to the accuracy or completeness of this Official Statement or any other information that may have been relied on by anyone in making the decision to purchase the Series 2025 Bonds.

Certain legal matters will be passed on for the Authority by its counsel, _____, _____, Virginia; for the University by its counsel, Wharton Aldhizer & Weaver PLC, Harrisonburg, Virginia; and for the Underwriters by Hunton Andrews Kurth LLP, Richmond, Virginia.

TAX MATTERS[‡]

Opinion of Bond Counsel - Federal Income Tax Status of Interest. The opinion of McGuireWoods LLP, Richmond, Virginia (“Bond Counsel”), will state that, under current law and assuming the compliance with the Covenants, as hereinafter defined, by the Authority, the Obligated Group and certain other persons and entities, interest on the Series 2025A Bonds (i) is excludable from the gross income of the owners of the Series 2025A Bonds for purposes of federal income taxation under Section 103 of the Code, and (ii) is not a specific item of tax preference for purposes of the federal alternative minimum tax. See **APPENDIX D** hereto for the form of the opinion of Bond Counsel for the Series 2025 Bonds.

Bond Counsel will express no opinion regarding other federal tax consequences arising with respect to the Series 2025 Bonds.

Bond Counsel’s opinion speaks as of its date, is based on current legal authority and precedent, covers certain matters not directly addressed by such authority and precedent, and represents Bond Counsel’s judgment as to the proper treatment of interest on the Series 2025A Bonds for federal income tax purposes. Bond Counsel’s opinion does not contain or provide any opinion or assurance regarding the future activities of the Authority or the Obligated Group or about the effect of future changes in the Code, the applicable regulations, the interpretation thereof or the enforcement thereof by the IRS. The Authority and the Obligated Group have covenanted, however, to comply with the requirements of the Code.

Reliance and Assumptions; Effect of Certain Changes. As to questions of fact materials to its opinion, Bond Counsel is relying upon and assuming the accuracy of certifications and representations of the Authority, the Obligated Group, public officials and certain other third parties, which Bond Counsel has not independently verified.

In addition, Bond Counsel is assuming continuing compliance with the Covenants (as hereinafter defined) so that interest on the Series 2025A Bonds will remain excludable from gross income for federal income tax purposes. The Code and the regulations promulgated thereunder contain a number of requirements that must be satisfied after the issuance of the Series 2025A Bonds for interest on the Series 2025A Bonds to be and remain excludable from gross income for purposes of federal income taxation. These requirements include, by way of example and not limitation, the requirement that each Member of the Obligated Group maintain its status as an organization described in Section 501(c)(3) of the Code, restrictions on the use, expenditure and investment of the proceeds of the Series 2025A Bonds and the use of the property financed or refinanced by the Series 2025A Bonds, limitations on the source of the payment of and the security for the Series 2025A Bonds, and the obligation to rebate certain excess earnings on the gross proceeds of the Series 2025A Bonds to the Treasury of the United States (the “Treasury”). The Bond Indenture, the Loan Agreement and the tax certificate delivered at closing contain covenants (the “Covenants”) under which the Authority and the Obligated Group have agreed to comply with such requirements. A failure to comply with the Covenants could cause interest on the Series 2025A Bonds to become includable in gross income for federal income tax purposes retroactively to their date of issue. In the event of noncompliance with the Covenants, the available enforcement remedies may be limited by applicable provisions of law and, therefore, may not be adequate to prevent interest on the Series 2025A Bonds from becoming includable in gross income for federal income tax purposes.

Bond Counsel has no responsibility to monitor compliance with the Covenants after the date of issue of the Series 2025 Bonds.

Certain requirements and procedures contained, incorporated or referred to in the Bond Indenture, the Loan Agreement and the tax certificate, including the Covenants, may be changed and certain actions may be taken or omitted under the circumstances and subject to the terms and conditions set forth therein. Bond Counsel expresses no opinion concerning any effect on the excludability of interest on the Series 2025 Bonds from gross income for federal income tax purposes of any such subsequent change or action that may be made, taken or omitted upon the advice or approval of counsel other than Bond Counsel.

[‡] NTD: To be updated by bond counsel. Sections to be added related to Taxable Series.

Certain Collateral Federal Tax Consequences. The following is a brief discussion of certain collateral federal income tax matters with respect to the Series 2025A Bonds. It does not purport to address all aspects of federal taxation that may be relevant to a particular owner thereof. Prospective purchasers of the Series 2025A Bonds, particularly those who may be subject to special rules, are advised to consult their own tax advisors regarding the federal tax consequences of owning or disposing of the Series 2025A Bonds.

Prospective purchasers of the Series 2025A Bonds should be aware that the ownership of tax-exempt obligations may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, financial institutions, certain insurance companies, certain corporations (including S corporations and foreign corporations), certain foreign corporations subject to the “branch profits tax,” individual recipients of Social Security or Railroad Retirement benefits, taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry tax-exempt obligations and taxpayers attempting to qualify for the earned income tax credit.

In addition, prospective purchasers should be aware that the interest paid on, and the proceeds of the sale of, tax-exempt obligations, including the Series 2025A Bonds, are in many cases required to be reported to the IRS in a manner similar to interest paid on taxable obligations. Additionally, backup withholding may apply to any such payments made after March 31, 2007 to any owner of a Series 2025A Bond who fails to provide an accurate Form W-9 Request for Taxpayer Identification Number and Certification, or a substantially identical form, or to any owner of a Series 2025A Bond who is notified by the IRS of a failure to report all interest and dividends required to be shown on federal income tax returns. The reporting and withholding requirements do not in and of themselves affect the excludability of interest on the Series 2025A Bonds from gross income for federal tax purposes or any other federal tax consequence of purchasing, holding or selling tax-exempt obligations.

Original Issue Discount. The “original issue discount” (“OID”) on any bond is the excess of such bond’s stated redemption price at maturity (excluding certain “qualified stated interest” that is unconditionally payable at least annually at prescribed rates) over the issue price of such bond. The “issue price” of a bond is the initial offering price to the public at which price a substantial amount of such bonds of the same maturity was sold. The issue price for each maturity of the Series 2025A Bonds is expected to be the initial public offering price set forth on the inside front cover page of this Official Statement, but is subject to change based on actual sales. Accrued OID on the Series 2025A Bonds with OID (the “OID Bonds”) is excludable from gross income for purposes of federal and Virginia income taxation. However, the portion of the OID that is deemed to have accrued to the owner of an OID Bond in each year may be included in determining the alternative minimum tax with respect to the Series 2025A Bonds and the distribution requirements of certain investment companies and may result in some of the collateral federal income tax consequences mentioned in the preceding subsection. Therefore, owners of OID Bonds should be aware that the accrual of OID in each year may result in alternative minimum tax liability, additional distribution requirements or other collateral federal and Virginia income tax consequences although the owner may not have received cash in such year.

OID is treated under Section 1288 of the Code as accruing under a constant yield method that takes into account compounding on a semiannual or more frequent basis. If an OID Bond is sold or otherwise disposed of between semiannual compounding dates, then the OID which would have accrued for that semiannual compounding period for federal income tax purposes is to be apportioned in equal amounts among the days in such compounding period.

In the case of an original owner of an OID Bond, the amount of OID that is treated as having accrued on such OID Bond is added to the owner’s cost basis in determining, for federal income tax purposes, gain or loss upon its disposition (including its sale, redemption or payment at maturity). The amounts received upon such disposition that are attributable to accrued OID will be excluded from the gross income of the recipients for federal income tax purposes. The accrual of OID and its effect on the redemption, sale or other disposition of OID Bonds that are not purchased in the initial offering at the initial offering price may be determined according to rules that differ from those described above.

Prospective purchasers of OID Bonds should consult their own tax advisors with respect to the precise determination for federal income tax purposes of the OID accrued upon sale or redemption of such OID Bonds and with respect to state and local tax consequences of owning OID Bonds.

Bond Premium. In general, if an owner acquires a bond for a purchase price (excluding accrued interest) or otherwise at a tax basis that reflects a premium over the sum of all amounts payable on the bond after the acquisition date (excluding certain “qualified stated interest” that is unconditionally payable at least annually at prescribed rates), that premium constitutes “bond premium” on that bond (a “Premium Bond”). In general, under Section 171 of the Code, an owner of a Premium Bond must amortize the bond premium over the remaining term of the Premium Bond, based on the owner’s yield over the remaining term of the Premium Bond, determined based on constant yield principles. An owner of a Premium Bond must amortize the bond premium by offsetting the qualified stated interest allocable to each interest accrual period under the owner’s regular method of accounting against the bond premium allocable to that period. In the case of a tax-exempt Premium Bond, if the bond premium allocable to an accrual period exceeds the qualified stated interest allocable to that accrual period, the excess is a nondeductible loss. Under certain circumstances, the owner of a Premium Bond may realize a taxable gain upon disposition of the Premium Bond even though it is sold or redeemed for an amount less than or equal to the owner’s original acquisition cost. Prospective purchasers of any Premium Bond should consult their own tax advisors regarding the treatment of bond premium for federal income tax purposes, including various special rules relating thereto, and state and local tax consequences, in connection with the acquisition, ownership, amortization of bond premium on, sale, exchange, or other disposition of such Premium Bond.

Effects of Future Enforcement, Regulatory and Legislative Actions. The IRS has established a program to audit tax-exempt obligations to determine whether the interest thereon is includable in gross income for federal income tax purposes. If the IRS does audit the Series 2025A Bonds, the IRS will, under its current procedures, treat the Authority as the taxpayer. As such, the beneficial owners of the Series 2025A Bonds will have only limited rights, if any, to participate in the audit or any administrative or judicial review or appeal thereof. Any action of the IRS, including but not limited to the selection of the Series 2025A Bonds for audit, or the course or result of such audit, or an audit of other obligations presenting similar tax issues, may affect the marketability or market value of the Series 2025A Bonds.

Legislation affecting tax-exempt obligations is regularly considered by the United States Congress and various state legislatures. Such legislation may effect changes in federal or state income tax rates and the application of federal or state income tax laws (including the substitution of another type of tax), or may repeal or reduce the benefit of the excludability of interest on the tax-exempt obligations from gross income for federal or state income tax purposes.

The U.S. Department of the Treasury and the IRS are continuously drafting regulations to interpret and apply the provisions of the Code and court proceedings may be filed the outcome of which could modify the federal or state tax treatment of tax-exempt obligations. There can be no assurance that legislation proposed or enacted after the date of issue of the Series 2025A Bonds, regulatory interpretation of the Code or actions by a court involving either the Series 2025A Bonds or other tax-exempt obligations will not have an adverse effect on the Series 2025 Bonds’ federal or state tax status, marketability or market price of the Series 2025A Bonds or on the economic value of the tax-exempt status of the interest on the Series 2025A Bonds.

Prospective purchasers of the Series 2025A Bonds should consult their own tax advisors regarding the potential consequences of any such pending or proposed federal or state tax legislation, regulations or litigation, as to which Bond Counsel expresses no opinion.

Opinion of Bond Counsel-Virginia Income Tax Consequences. Bond Counsel’s opinion also will state that, under current law, interest on the Series 2025 Bonds is excludable from the gross income of the owners thereof for purposes of income taxation by the Commonwealth. Bond Counsel will express no opinion regarding (i) other tax consequences arising with respect to the Series 2025 Bonds under the laws of the Commonwealth, or (ii) any consequences arising with respect to the Series 2025 Bonds under the tax laws of any state or local jurisdiction other than the Commonwealth. Prospective purchasers of the Series 2025 Bonds should consult their own tax advisors regarding the tax status of interest on the Series 2025 Bonds in a particular state or local jurisdiction other than the Commonwealth.

[VERIFICATION OF MATHEMATICAL COMPUTATIONS]

[The arithmetical accuracy of certain computations included in the schedules provided by the University's Financial Advisor was examined by _____ (the "Verification Agent"). Such computations were based solely upon assumptions and information supplied by the Financial Advisor on behalf of the University. The Verification Agent has restricted its procedures to examining the arithmetical accuracy of certain computations and has not made any study or evaluation of the assumptions and information upon which the computations are based and, accordingly, has not expressed an opinion on the data used, the reasonableness of the assumptions, or the achievability of the forecasted outcome.]

LITIGATION

There is now no litigation of any nature to which the Authority is a party pending or, to the knowledge of the Authority, threatened against it to restrain or enjoin the issuance, sale, execution or delivery of the Series 2025 Bonds, or in any way contesting or affecting the validity of the Series 2025 Bonds or any proceedings taken with respect to the issuance or sale thereof or the Authority's power and authority to issue the Series 2025 Bonds, or in any way contesting or affecting the validity of or application of the moneys or the security provided for the Series 2025 Bonds. [Confirm]

There is no litigation pending or, to the best knowledge of the University, threatened against it or any other Member of the Obligated Group which, even if adversely determined against the University or any other Member of the Obligated Group, would have a material adverse effect on the Obligated Group's financial position or future operations. [Confirm]

RELATIONSHIP OF PARTIES

McGuireWoods LLP, Bond Counsel, also serves from time to time as counsel to the Underwriters, the Financial Advisor, and the Bond Trustee in transactions unrelated to the issuance of the Series 2025 Bonds.

Hunton Andrews Kurth LLP, counsel to the Underwriters, also serves from time to time as counsel to the Financial Advisor and the Bond Trustee in transactions unrelated to the issuance of the Series 2025 Bonds.

[Others- TBD]

CONTINUING DISCLOSURE

To permit compliance by the purchasers of the Series 2025 Bonds with the continuing disclosure requirements of Rule 15c2-12 ("Rule 15c2-12") promulgated by the Securities and Exchange Commission (the "SEC"), the University will execute a Disclosure Dissemination Agent Agreement (the "Disclosure Agreement"), in substantially the form set forth in **APPENDIX E**, at closing, agreeing to provide certain annual financial information and material event notices required by the Rule 15c2-12. Such information will be filed through the Electronic Municipal Market Access System ("EMMA") maintained by the Municipal Securities Rulemaking Board (the "MSRB") and may be accessed through the Internet at emma.mrsb.org. As described in **APPENDIX E**, the Disclosure Agreement requires the University to provide only limited information at specific times, and the information provided may not be all the information necessary to value the Series 2025 Bonds at any particular time. The University may from time to time disclose certain information and data in addition to that required by the Disclosure Agreement. If the University chooses to provide any additional information, the University shall have no obligation to continue to update such information or to include it in any future disclosure filing. [The University employs DAC Bond as its dissemination agent to assist with ongoing compliance, but the University may stop using DAC Bond at any time.]

Failure by the University to comply with the Disclosure Agreement is not an event of default under the Series 2025 Bonds or the Loan Agreement. The sole remedy for a default under the Disclosure Agreement is to bring an action for specific performance of the University's covenants thereunder, and no assurance can be provided as to the outcome of any such proceeding.

The Authority is not contractually obligated to supplement or update the information included in the Official Statement after the delivery of the Series 2025 Bonds. The Underwriters have not undertaken and are not obligated either to supplement or update the information included in the Official Statement.

See **APPENDIX E** for a more detailed description of the University's continuing disclosure undertaking.

INDEPENDENT AUDITORS

The audited consolidated financial statements of the University for the year ended June 30, 2024, included in **APPENDIX B** to this Official Statement have been audited by PBMares, independent auditors, as stated in their report appearing therein. PBMares has not been engaged to perform, and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report or any financial information contained in this Official Statement.

MISCELLANEOUS

The references herein to the Financing Documents, the Series 2025 Obligations and other materials and documents are only brief outlines of certain provisions thereof and do not purport to summarize or describe all the provisions thereof. Reference is hereby made to such instruments, materials and documents for the complete provisions thereof, proposed forms of which are included in **APPENDIX C**.

Except with respect to the sections titled **"THE AUTHORITY," "TAX MATTERS," "BONDS ELIGIBLE FOR INVESTMENT AND SECURITY FOR PUBLIC DEPOSITS,"** and **"LEGAL MATTERS"** and the first paragraph in the section titled **"LITIGATION"** and in **APPENDICES C** and **D**, all information in this Official Statement and in the Appendices has been furnished by the Underwriters or the University. Such information has been reviewed by representatives of the Underwriters and the University. Those representatives of the University have approved all such information relating to the University for use in this Official Statement.

*The Authority assumes no responsibility for the accuracy or completeness of the information in this Official Statement except in the sections titled **"THE AUTHORITY"** and, insofar as it relates to the Authority, **"LITIGATION."***

References to web site addresses presented herein are for informational purposes only and may be in the form of a hyperlink solely for the reader's convenience. Unless specified otherwise, such web sites and the information or links contained therein are not incorporated into, and are not part of, this Official Statement for purposes of, and as that term is defined in the Rule; therefore, no representation or warranty is given as to the accuracy or completeness of such information.

[Remainder of page intentionally left blank.]

The distribution of this Official Statement has been duly authorized by the Authority and approved by the University. For purposes of compliance with the Rule 15c2-12, this Official Statement constitutes an official statement of the Authority that has been deemed final by the Authority as of its date.

**ECONOMIC DEVELOPMENT AUTHORITY OF THE
CITY OF HARRISONBURG, VIRGINIA**

By: _____
[Title]

Approved:

EASTERN MENNONITE UNIVERSITY

By: _____
[Title]

APPENDIX A

GENERAL INFORMATION REGARDING THE OBLIGATED GROUP

APPENDIX B

**AUDITED CONSOLIDATED FINANCIAL STATEMENTS OF EASTERN MENNONITE UNIVERSITY
FOR THE FISCAL YEAR ENDED JUNE 30, 2024**

APPENDIX C

PROPOSED FORMS OF THE FINANCING DOCUMENTS

APPENDIX D

FORM OF PROPOSED BOND COUNSEL OPINION

APPENDIX E

FORM OF DISCLOSURE DISSEMINATION AGENT AGREEMENT

DISCLOSURE DISSEMINATION AGENT AGREEMENT

This Disclosure Dissemination Agent Agreement (the “Disclosure Agreement”), dated as of _____, 2025, is executed and delivered by Eastern Mennonite University (the “Obligated Person”) and Digital Assurance Certification, L.L.C., as exclusive Disclosure Dissemination Agent (the “Disclosure Dissemination Agent” or “DAC”) for the benefit of the Holders (hereinafter defined) of the Bonds (hereinafter defined) and in order to assist the Obligated Person in processing certain continuing disclosure with respect to the Bonds in accordance with Rule 15c2-12 of the United States Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time (the “Rule”).

The services provided under this Disclosure Agreement solely relate to the execution of instructions received from the Obligated Person through use of the DAC system and do not constitute “advice” within the meaning of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the “Act”). DAC will not provide any advice or recommendation to the Issuer (hereinafter defined), the Obligated Person, or anyone on behalf of the Issuer or Obligated Person, regarding the “issuance of municipal securities” or any “municipal financial product” as defined in the Act and nothing in this Disclosure Agreement shall be interpreted to the contrary. DAC is not a “Municipal Advisor” as such term is defined in Section 15B of the Securities Exchange Act of 1934, as amended, and related rules.

SECTION 1. Definitions. Capitalized terms not otherwise defined in this Disclosure Agreement shall have the meaning assigned in the Rule or, to the extent not in conflict with the Rule, in the Official Statement (hereinafter defined). The capitalized terms shall have the following meanings:

“Annual Filing Date” means the date, set in Sections 2(a) and 2(f) hereof, by which the Annual Report is to be filed with the MSRB.

“Annual Financial Information” means consolidated annual financial information as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 3(a) of this Disclosure Agreement.

“Annual Report” means an Annual Report containing Annual Financial Information described in and consistent with Section 3 of this Disclosure Agreement.

“Audited Financial Statements” means the consolidated annual financial statements of the Obligated Person for the prior fiscal year, certified by an independent auditor as prepared in accordance with generally accepted accounting principles or otherwise, as such term is used in paragraph (b)(5)(i)(B) of the Rule and specified in Section 3(b) of this Disclosure Agreement.

“Bonds” means the bonds as listed on the attached Exhibit A, with the 9-digit CUSIP numbers relating thereto.

“Certification” means a written certification of compliance signed by the Disclosure Representative stating that the Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure delivered to the Disclosure Dissemination Agent is the Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure required to be (or voluntarily) submitted to the MSRB under this Disclosure Agreement. A Certification shall accompany each such document submitted to the Disclosure Dissemination Agent by the Obligated Person and include the full name of the Bonds and the 9-digit CUSIP numbers for all Bonds to which the document applies.

“Disclosure Representative” means the Obligated Person’s [_____], or his or her designee, or such other person as the Obligated Person shall designate in writing to the Disclosure Dissemination Agent from time to time as the person responsible for providing Information to the Disclosure Dissemination Agent.

“Disclosure Dissemination Agent” means Digital Assurance Certification, L.L.C, acting in its capacity as Disclosure Dissemination Agent hereunder, or any successor Disclosure Dissemination Agent designated in writing by the Obligated Person pursuant to Section 9 hereof.

“Failure to File Event” means the Obligated Person’s failure to file an Annual Report on or before the Annual Filing Date.

“Financial Obligation” as used in this Disclosure Agreement is defined in the Rule, as may be amended, as (i) a debt obligation; (ii) derivative instrument entered into in connection with, or pledged as a security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term “Financial Obligation” shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

“Force Majeure Event” means: (i) acts of God, war, or terrorist action; (ii) failure or shut-down of the Electronic Municipal Market Access system maintained by the MSRB; or (iii) to the extent beyond the Disclosure Dissemination Agent’s reasonable control, interruptions in telecommunications or utilities services, failure, malfunction or error of any telecommunications, computer or other electrical, mechanical or technological application, service or system, computer virus, interruptions in Internet service or telephone service (including due to a virus, electrical delivery problem or similar occurrence) that affect Internet users generally, or in the local area in which the Disclosure Dissemination Agent or the MSRB is located, or acts of any government, regulatory or any other competent authority the effect of which is to prohibit the Disclosure Dissemination Agent from performance of its obligations under this Disclosure Agreement.

“Holder” means any person (a) having the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries) or (b) treated as the owner of any Bonds for federal income tax purposes.

“Information” means, collectively, the Annual Reports, the Audited Financial Statements, the Notice Event notices, the Failure to File Event notices, the Voluntary Event Disclosures and the Voluntary Financial Disclosures.

“Issuer” means the Economic Development Authority of the City of Harrisonburg, Virginia, as issuer of the Bonds.

“MSRB” means the Municipal Securities Rulemaking Board, or any successor thereto, established pursuant to Section 15B(b)(1) of the Securities Exchange Act of 1934.

“Notice Event” means any of the events enumerated in paragraph (b)(5)(i)(C) of the Rule and listed in Section 4(a) of this Disclosure Agreement.

“Official Statement” means that Official Statement prepared by the Issuer and the Obligated Person in connection with the \$_____ Educational Facilities Revenue and Refunding Bonds (Eastern Mennonite University Project), Series 2025A, and the Taxable Educational Facilities Revenue and Refunding Bonds (Eastern Mennonite University Project), Series 2025B, as listed in Exhibit A.

“Trustee” means U.S. Bank Trust Company, National Association and any successor trustee serving in such capacity under that certain Bond Trust Indenture dated as of _____, 2025, between the Issuer and U.S. Bank Trust Company, National Association, as trustee.

“Voluntary Event Disclosure” means information of the category specified in any of subsections (e)(vi)(1) through (e)(vi)(10) of Section 2 of this Disclosure Agreement that is accompanied by a Certification of the Disclosure Representative containing the information prescribed by Section 7(a) of this Disclosure Agreement.

“Voluntary Financial Disclosure” means information of the category specified in any of subsections (e)(vii)(1) through (e)(vii)(9) of Section 2 of this Disclosure Agreement that is accompanied by a Certification of the Disclosure Representative containing the information prescribed by Section 7(b) of this Disclosure Agreement.

SECTION 2. Provision of Annual Reports.

(a) The Obligated Person shall provide, annually, an electronic copy of the Annual Report and Certification to the Disclosure Dissemination Agent, together with a copy each for the Issuer and the Trustee, if any, not later than the Annual Filing Date. Promptly upon receipt of an electronic copy of the Annual Report and the Certification, the Disclosure Dissemination Agent shall provide an Annual Report to the MSRB not later than one hundred and eighty days (180) days following the end of each fiscal year of the Obligated Person, commencing with the fiscal year ending [June 30, 2025]. Such date and each anniversary thereof is the “Annual Filing Date.” The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 3 of this Disclosure Agreement.

(b) If on the fifteenth (15th) day prior to the Annual Filing Date, the Disclosure Dissemination Agent has not received a copy of the Annual Report and Certification, the Disclosure Dissemination Agent shall contact the Disclosure Representative by telephone and in writing (which may be by e-mail), with a copy to the Issuer, to remind the Obligated Person of its undertaking to provide the Annual Report pursuant to Section 2(a). Upon such reminder, the Disclosure Representative shall either (i) provide the Disclosure Dissemination Agent with an electronic copy of the Annual Report and the Certification no later than two (2) business days prior to the Annual Filing Date, or (ii) instruct the Disclosure Dissemination Agent in writing, with a copy to the Issuer, that the Obligated Person will not be able to file the Annual Report within the time required under this Disclosure Agreement, state the date by which the Annual Report for such year will be provided and instruct the Disclosure Dissemination Agent to immediately send a Failure to File Event notice to the MSRB in substantially the form attached as Exhibit B, which may be accompanied by a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

(c) If the Disclosure Dissemination Agent has not received an Annual Report and Certification by 10:00 a.m. Eastern time on the Annual Filing Date (or, if such Annual Filing Date falls on a Saturday, Sunday or holiday, then the first business day thereafter) for the Annual Report, a Failure to File Event shall have occurred and the Obligated Person irrevocably directs the Disclosure Dissemination Agent to immediately send a Failure to File Event notice to the MSRB in substantially the form attached as Exhibit B without reference to the anticipated filing date for the Annual Report, which may be accompanied by a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

(d) If Audited Financial Statements of the Obligated Person are prepared but not available prior to the Annual Filing Date, the Obligated Person shall, when the Audited Financial Statements are available, provide at such time an electronic copy to the Disclosure Dissemination Agent, accompanied by a Certification, together with a copy each for the Issuer and the Trustee, for filing with the MSRB.

(e) The Disclosure Dissemination Agent shall:

- (i) verify the filing specifications of the MSRB each year prior to the Annual Filing Date;
- (ii) upon receipt, promptly file each Annual Report received under Sections 2(a) and 2(b) hereof with the MSRB;
- (iii) upon receipt, promptly file each Audited Financial Statement received under Section 2(d) hereof with the MSRB;
- (iv) upon receipt, promptly file the text of each Notice Event received under Sections 4(a) and 4(b)(ii) hereof with the MSRB, identifying the Notice Event as instructed by the Issuer pursuant to Section 4(a) or 4(b)(ii) hereof (being any of the categories set forth below) when filing pursuant to Section 4(c) of this Disclosure Agreement:

1. “Principal and interest payment delinquencies;”
 2. “Non-Payment related defaults, if material;”
 3. “Unscheduled draws on debt service reserves reflecting financial difficulties;”
 4. “Unscheduled draws on credit enhancements reflecting financial difficulties;”
 5. “Substitution of credit or liquidity providers, or their failure to perform;”
 6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
 7. “Modifications to rights of securities holders, if material;”
 8. Bond calls, if material, and tender offers;
 9. “Defeasances;”
 10. “Release, substitution, or sale of property securing repayment of the securities, if material;”
 11. “Rating changes;”
 12. “Bankruptcy, insolvency, receivership or similar event of the obligated person;”
 13. The consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
 14. “Appointment of a successor or additional trustee, or the change of name of a trustee, if material;”
 15. “Incurrence of a Financial Obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders, if material;” and
 16. “Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties.
- (v) upon receipt (or irrevocable direction pursuant to Section 2(c) of this Disclosure Agreement, as applicable), promptly file a completed copy of Exhibit B to this Disclosure Agreement with the MSRB, identifying the filing as “Failure to provide annual financial information as required” when filing pursuant to Section 2(b)(ii) or Section 2(c) of this Disclosure Agreement;
- (vi) upon receipt, promptly file the text of each Voluntary Event Disclosure received under Section 7(a) hereof with the MSRB, identifying the Voluntary Event Disclosure as

instructed by the Obligated Person pursuant to Section 7(a) (being any of the categories set forth below) when filing pursuant to Section 7(a) of this Disclosure Agreement:

1. “amendment to continuing disclosure undertaking;”
2. “change in obligated person;”
3. “notice to investors pursuant to bond documents;”
4. “certain communications from the Internal Revenue Service;” other than those communications included in the Rule;
5. “secondary market purchases;”
6. “bid for auction rate or other securities;”
7. “capital or other financing plan;”
8. “litigation/enforcement action;”
9. “change of tender agent, remarketing agent, or other on-going party;” and
10. “other event-based disclosures.”

(vii) upon receipt, promptly file the text of each Voluntary Financial Disclosure received under Section 7(b) hereof with the MSRB, identifying the Voluntary Financial Disclosure as instructed by the Obligated Person pursuant to Section 7(b) (being any of the categories set forth below) when filing pursuant to Section 7(b) of this Disclosure Agreement:

1. “quarterly/monthly financial information;”
2. “change in fiscal year/timing of annual disclosure;”
3. “change in accounting standard;”
4. “interim/additional financial information/operating data;”
5. “budget;”
6. “investment/debt/financial policy;”
7. “information provided to rating agency, credit/liquidity provider or other third party;”
8. “consultant reports;” and
9. “other financial/operating data.”

(viii) provide the Obligated Person and Issuer evidence of the filings of each of the above when made, which shall be by means of the DAC system, for so long as DAC is the Disclosure Dissemination Agent under this Disclosure Agreement.

(f) The Obligated Person may adjust the Annual Filing Date upon change of its fiscal year by providing written notice of such change and the new Annual Filing Date to the Disclosure Dissemination Agent, Issuer, Trustee

(if any) and the MSRB, provided that the period between the existing Annual Filing Date and new Annual Filing Date shall not exceed one year.

(g) Anything in this Disclosure Agreement to the contrary notwithstanding, any Information received by the Disclosure Dissemination Agent before 10:00 a.m. Eastern time on any business day that it is required to file with the MSRB pursuant to the terms of this Disclosure Agreement and that is accompanied by a Certification and all other information required by the terms of this Disclosure Agreement will be filed by the Disclosure Dissemination Agent with the MSRB no later than 11:59 p.m. Eastern time on the same business day; provided, however, the Disclosure Dissemination Agent shall have no liability for any delay in filing with the MSRB if such delay is caused by a Force Majeure Event provided that the Disclosure Dissemination Agent uses reasonable efforts to make any such filing as soon as possible.

SECTION 3. Content of Annual Reports.

(a) Each Annual Report shall contain Annual Financial Information with respect to the Obligated Person, including an update of the following information contained in APPENDIX A to the Official Statement, to the extent not included in consolidated Audited Financial Statements (including notes thereto) described in Section 3(b) below, of the type contained in the statistical tables under the headings “Enrollment - End of Term Total Enrollment (Headcount);” “Enrollment - Undergraduate Enrollment (Headcount);” “Enrollment - Graduate Enrollment (Headcount);” “Enrollment - Annual FTE Enrollment;” “Enrollment – Admissions;” “Tuition, Fees, & Student Aid;” “Summary of Financial Information;” “Fundraising;” “Cash and Investments;” and “Endowment.”

(b) Audited Financial Statements as described in the Official Statement will be included in the Annual Report. If audited consolidated financial statements are not available, then, unaudited consolidated financial statements, prepared in accordance with Generally Accepted Accounting Principles as described in the Official Statement will be included in the Annual Report. Audited Financial Statements (if any) will be provided pursuant to Section 2(d).

Any or all of the items listed above may be included by specific reference from other documents, including official statements of debt issues with respect to which the Obligated Person is an “obligated person” (as defined by the Rule), which have been previously filed with the Securities and Exchange Commission or available on the MSRB Internet Website. If the document incorporated by reference is a final official statement, it must be available from the MSRB. The Obligated Person will clearly identify each such document so incorporated by reference.

If the Annual Financial Information contains modified operating data or financial information different from the Annual Financial Information agreed to in the continuing disclosure undertaking related to the Bonds, the Obligated Person is required to explain, in narrative form, the reasons for the modification and the impact of the change in the type of operating data or financial information being provided.

SECTION 4. Reporting of Notice Events.

(a) The occurrence of any of the following events with respect to the Bonds constitutes a Notice Event:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-

TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

7. Modifications to rights of Bond holders, if material;
8. Bond calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Bonds, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event of the Obligated Person;

Note to subsection (a)(12) of this Section 4: For the purposes of the event described in subsection (a)(12) of this Section 4, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Obligated Person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Obligated Person.

13. The consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material;
15. Incurrence of a Financial Obligation of an Obligated Person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of an Obligated Person, any of which affect security holders, if material; and
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of an Obligated Person, any of which reflect financial difficulties.

The Obligated Person shall, in a timely manner not later than nine (9) business days after its occurrence, notify the Disclosure Dissemination Agent in writing of the occurrence of a Notice Event. Such notice shall instruct the Disclosure Dissemination Agent to report the occurrence pursuant to subsection (c) and shall be accompanied by a Certification. Such notice or Certification shall identify the Notice Event that has occurred (which shall be any of the categories set forth in Section 2(e)(iv) of this Disclosure Agreement), include the text of the disclosure that the Obligated Person desires to make, contain the written authorization of the Obligated Person for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Obligated Person desires for the

Disclosure Dissemination Agent to disseminate the information (provided that such date is not later than the tenth business day after the occurrence of the Notice Event).

(b) The Disclosure Dissemination Agent is under no obligation to notify the Issuer, Obligated Person or the Disclosure Representative of an event that may constitute a Notice Event. In the event the Disclosure Dissemination Agent so notifies the Disclosure Representative, the Disclosure Representative will within two business days of receipt of such notice (but in any event not later than the tenth business day after the occurrence of the Notice Event, if the Obligated Person determines that a Notice Event has occurred), instruct the Disclosure Dissemination Agent that either (i) a Notice Event has not occurred and no filing is to be made or (ii) a Notice Event has occurred and the Disclosure Dissemination Agent is to report the occurrence pursuant to subsection (c) of this Section 4, together with a Certification. Such Certification shall identify the Notice Event that has occurred (which shall be any of the categories set forth in Section 2(e)(iv) of this Disclosure Agreement), include the text of the disclosure that the Obligated Person desires to make, contain the written authorization of the Obligated Person for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Obligated Person desires for the Disclosure Dissemination Agent to disseminate the information (provided that such date is not later than the tenth business day after the occurrence of the Notice Event).

(c) If the Disclosure Dissemination Agent has been instructed by the Obligated Person as prescribed in subsection (a) or (b)(ii) of this Section 4 to report the occurrence of a Notice Event, the Disclosure Dissemination Agent shall promptly file a notice of such occurrence with MSRB in accordance with Section 2 (e)(iv) hereof. This notice may be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

SECTION 5. CUSIP Numbers. The Obligated Person will provide the Disclosure Dissemination Agent with the CUSIP numbers for (i) new bonds at such time as they are issued or become subject to the Rule and (ii) any Bonds to which new CUSIP numbers are assigned in substitution for the CUSIP numbers previously assigned to such Bonds.

SECTION 6. Additional Disclosure Obligations. The Obligated Person acknowledges and understands that other state and federal laws, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Obligated Person, and that the duties and responsibilities of the Disclosure Dissemination Agent under this Disclosure Agreement do not extend to providing legal advice regarding such laws. The Obligated Person acknowledges and understands that the duties of the Disclosure Dissemination Agent relate exclusively to execution of the mechanical tasks of disseminating information as described in this Disclosure Agreement.

SECTION 7. Voluntary Filing.

(a) The Obligated Person may instruct the Disclosure Dissemination Agent to file a Voluntary Event Disclosure with the MSRB from time to time pursuant to a Certification of the Disclosure Representative. Such Certification shall identify the Voluntary Event Disclosure (which shall be any of the categories set forth in Section 2(e)(vi) of this Disclosure Agreement), include the text of the disclosure that the Obligated Person desires to make, contain the written authorization of the Obligated Person for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Obligated Person desires for the Disclosure Dissemination Agent to disseminate the information. If the Disclosure Dissemination Agent has been instructed by the Obligated Person as prescribed in this Section 7(a) to file a Voluntary Event Disclosure, the Disclosure Dissemination Agent shall promptly file such Voluntary Event Disclosure with the MSRB in accordance with Section 2(e)(vi) hereof. This notice may be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-2.

(b) The Obligated Person may instruct the Disclosure Dissemination Agent to file a Voluntary Financial Disclosure with the MSRB from time to time pursuant to a Certification of the Disclosure Representative. Such Certification shall identify the Voluntary Financial Disclosure (which shall be any of the categories set forth in Section 2(e)(vii) of this Disclosure Agreement), include the text of the disclosure that the Obligated Person desires to make, contain the written authorization of the Obligated Person for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Obligated Person desires for the Disclosure Dissemination Agent to disseminate the information. If the Disclosure Dissemination Agent has been instructed by the Obligated Person as prescribed in

this Section 7(b) hereof to file a Voluntary Financial Disclosure, the Disclosure Dissemination Agent shall promptly file such Voluntary Financial Disclosure with the MSRB in accordance with Section 2(e)(vii) hereof. This notice may be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-3.

(c) The parties hereto acknowledge that the Obligated Person is not obligated pursuant to the terms of this Disclosure Agreement to file any Voluntary Event Disclosure pursuant to Section 7(a) hereof or any Voluntary Financial Disclosure pursuant to Section 7(b) hereof.

(d) Nothing in this Disclosure Agreement shall be deemed to prevent the Obligated Person from disseminating any other information through the Disclosure Dissemination Agent using the means of dissemination set forth in this Disclosure Agreement or including any other information in any Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure, in addition to that required by this Disclosure Agreement. If the Obligated Person chooses to include any information in any Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure in addition to that which is specifically required by this Disclosure Agreement, the Obligated Person shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure.

SECTION 8. Termination of Reporting Obligation. The obligations of the Obligated Person and the Disclosure Dissemination Agent under this Disclosure Agreement shall terminate with respect to the Bonds upon the legal defeasance, prior redemption or payment in full of all of the Bonds, when the Obligated Person is no longer an obligated person with respect to the Bonds, or upon delivery by the Disclosure Representative to the Disclosure Dissemination Agent of an opinion of counsel expert in federal securities laws to the effect that continuing disclosure is no longer required.

SECTION 9. Disclosure Dissemination Agent. The Obligated Person has appointed Digital Assurance Certification, L.L.C. as exclusive Disclosure Dissemination Agent under this Disclosure Agreement. The Obligated Person may, upon thirty days written notice to the Disclosure Dissemination Agent and the Trustee, if any, replace or appoint a successor to the Disclosure Dissemination Agent. Upon termination of DAC's services as Disclosure Dissemination Agent, whether by notice of the Obligated Person or DAC, the Obligated Person agrees to appoint a successor Disclosure Dissemination Agent or, alternately, agrees to assume all responsibilities of Disclosure Dissemination Agent under this Disclosure Agreement for the benefit of the Holders of the Bonds. Notwithstanding any replacement or appointment of a successor, the Obligated Person shall remain liable to the Disclosure Dissemination Agent until payment in full for any and all sums owed and payable to the Disclosure Dissemination Agent. The Disclosure Dissemination Agent may resign at any time by providing thirty days' prior written notice to the Issuer and the Obligated Person.

SECTION 10. Remedies in Event of Default. In the event of a failure of the Obligated Person or the Disclosure Dissemination Agent to comply with any provision of this Disclosure Agreement, the Holders' rights to enforce the provisions of this Agreement shall be limited solely to a right, by action in mandamus or for specific performance, to compel performance of the parties' obligation under this Disclosure Agreement. Any failure by a party to perform in accordance with this Disclosure Agreement shall not constitute a default on the Bonds or under any other document relating to the Bonds, and all rights and remedies shall be limited to those expressly stated herein.

SECTION 11. Duties, Immunities and Liabilities of Disclosure Dissemination Agent.

(a) The Disclosure Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement. The Disclosure Dissemination Agent's obligation to deliver the information at the times and with the contents described herein shall be limited to the extent the Obligated Person has provided such information to the Disclosure Dissemination Agent as required by this Disclosure Agreement. The Disclosure Dissemination Agent shall have no duty with respect to the content of any disclosures or notice made pursuant to the terms hereof. The Disclosure Dissemination Agent shall have no duty or obligation to review or verify any Information, or any other information, disclosures or notices provided to it by the Obligated Person and shall not be deemed to be acting in any fiduciary capacity for the Issuer, the Obligated Person, the Holders of the Bonds or any other party. The Disclosure Dissemination Agent shall have no responsibility for the Obligated Person's failure to report to the Disclosure

Dissemination Agent a Notice Event or a duty to determine the materiality thereof. The Disclosure Dissemination Agent shall have no duty to determine or liability for failing to determine whether the Obligated Person has complied with this Disclosure Agreement. The Disclosure Dissemination Agent may conclusively rely upon Certifications of the Obligated Person at all times.

THE OBLIGATED PERSON AGREES TO INDEMNIFY AND SAVE THE DISCLOSURE DISSEMINATION AGENT AND ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, HARMLESS AGAINST ANY LOSS, EXPENSE AND LIABILITIES WHICH THEY MAY INCUR ARISING OUT OF OR IN THE EXERCISE OR PERFORMANCE OF THEIR POWERS AND DUTIES HEREUNDER, INCLUDING THE COSTS AND EXPENSES (INCLUDING ATTORNEYS FEES) OF DEFENDING AGAINST ANY CLAIM OF LIABILITY, BUT EXCLUDING LIABILITIES DUE TO THE DISCLOSURE DISSEMINATION AGENT'S NEGLIGENCE OR WILLFUL MISCONDUCT.

SIMILARLY, THE DISCLOSURE DISSEMINATION AGENT AGREES TO INDEMNIFY AND SAVE THE OBLIGATED PERSON AND ITS RESPECTIVE OFFICERS, TRUSTEES, EMPLOYEES AND AGENTS, HARMLESS AGAINST ANY LOSS, EXPENSE AND LIABILITIES WHICH THEY MAY INCUR ARISING OUT OF THE BREACH OF THIS AGREEMENT OR THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE DISCLOSURE DISSEMINATION AGENT, INCLUDING THE COSTS AND EXPENSES (INCLUDING ATTORNEYS FEES) OF DEFENDING AGAINST ANY CLAIM OF LIABILITY.

The obligations of the Obligated Person and the Disclosure Dissemination Agent under this Section shall survive resignation or removal of the Disclosure Dissemination Agent and defeasance, redemption or payment of the Bonds.

(b) The Disclosure Dissemination Agent may, from time to time, consult with legal counsel (either in-house or external) of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or its respective duties hereunder, and shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel. The reasonable fees and expenses of such counsel shall be payable by the Obligated Person.

(c) All documents, reports, notices, statements, information and other materials provided to the MSRB under this Agreement shall be provided in an electronic format and accompanied by identifying information as prescribed by the MSRB.

SECTION 12. No Issuer Responsibility. The Obligated Person and the Disclosure Dissemination Agent acknowledge that the Issuer has undertaken no responsibility, and shall not be required to undertake any responsibility, with respect to any reports, notices or disclosures required by or provided pursuant to this Disclosure Agreement, and shall have no liability to any person, including any Holder of the Bonds, with respect to any such reports, notices or disclosures.

SECTION 13. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the Obligated Person and the Disclosure Dissemination Agent may amend this Disclosure Agreement and any provision of this Disclosure Agreement may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws acceptable to both the Obligated Person and the Disclosure Dissemination Agent to the effect that such amendment or waiver does not materially impair the interests of Holders of the Bonds and would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule; provided neither the Obligated Person nor the Disclosure Dissemination Agent shall be obligated to agree to any amendment modifying their respective duties or obligations without their consent thereto.

Notwithstanding the preceding paragraph, the Disclosure Dissemination Agent shall have the right to adopt amendments to this Disclosure Agreement necessary to comply with modifications to and interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission from time to time by giving not less than 20 days written notice of the intent to do so together with a copy of the proposed amendment to the Issuer and the Obligated Person. No such amendment shall become effective if the Obligated Person shall, within 10 days

following the giving of such notice, send a notice to the Disclosure Dissemination Agent in writing that it objects to such amendment.

SECTION 14. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Obligated Person, the Issuer, the Trustee (if any), the Disclosure Dissemination Agent, the Underwriters, and the Holders from time to time of the Bonds, and shall create no rights in any other person or entity.

SECTION 15. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of Virginia (other than with respect to conflicts of laws).

SECTION 16. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Remainder of page intentionally left blank.]

The Disclosure Dissemination Agent and the Obligated Person have caused this Continuing Disclosure Agreement to be executed, on the date first written above, by their respective officers duly authorized.

DIGITAL ASSURANCE CERTIFICATION, L.L.C., as
Disclosure Dissemination Agent

By: _____

Name: _____

Title: _____

EASTERN MENNONITE UNIVERSITY
as Obligated Person

By: _____

Name: _____

Title: _____

EXHIBIT A

NAME AND CUSIP NUMBERS OF BONDS

Name of Issuer Economic Development Authority of the City of Harrisonburg, Virginia

Obligated Person(s) Eastern Mennonite University

Name of Bond Issue: \$_____ Educational Facilities Revenue and Refunding Bonds (Eastern Mennonite
University Project), Series 2025A, and \$_____ Taxable Educational Facilities
Revenue and Refunding Bonds (Eastern Mennonite University Project), Series 2025B

Date of Issuance: _____, 2025

Date of Official Statement: _____, 2025

CUSIP Numbers: _____

EXHIBIT B

NOTICE TO MSRB OF FAILURE TO FILE ANNUAL REPORT

Issuer Economic Development Authority of the City of Harrisonburg, Virginia
Obligated Person: Eastern Mennonite University
Name(s) of Bond Issue(s): \$_____ Educational Facilities Revenue and Refunding Bonds (Eastern Mennonite University Project), Series 2025A, and \$_____ Taxable Educational Facilities Revenue and Refunding Bonds (Eastern Mennonite University Project), Series 2025B
Date(s) of Issuance: _____, 2025
Date(s) of Disclosure Agreement: _____, 2025
CUSIP Numbers: _____

NOTICE IS HEREBY GIVEN that the Obligated Person has not provided an Annual Report with respect to the above-named Bonds as required by the Disclosure Agreement between the Obligated Person and Digital Assurance Certification, L.L.C., as Disclosure Dissemination Agent. [The Obligated Person has notified the Disclosure Dissemination Agent that it anticipates that the Annual Report will be filed by _____].

Dated: _____

Digital Assurance Certification, L.L.C., as
Disclosure Dissemination Agent, on behalf of the
Obligated Person

cc: _____

EXHIBIT C-1

EVENT NOTICE COVER SHEET

This cover sheet and accompanying "event notice" may be sent to the MSRB pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

Issuer's and Obligated Person's Names: The Economic Development Authority of the City of Harrisonburg, Virginia (Issuer) and Eastern Mennonite University (Obligated Person)

Issuer's Six-Digit CUSIP Number: _____

Issuer's Nine-Digit CUSIP Number(s) of the bonds to which this material event notice relates: _____

Number of pages of attached: _____

____ Description of Notice Event (Check One):

1. _____ "Principal and interest payment delinquencies;"
2. _____ "Non-Payment related defaults, if material;"
3. _____ "Unscheduled draws on debt service reserves reflecting financial difficulties;"
4. _____ "Unscheduled draws on credit enhancements reflecting financial difficulties;"
5. _____ "Substitution of credit or liquidity providers, or their failure to perform;"
6. _____ "Adverse tax opinions, IRS notices or events affecting the tax status of the security;"
7. _____ "Modifications to rights of securities holders, if material;"
8. _____ "Bond calls, if material;" Tender Offers;
9. _____ "Defeasances;"
10. _____ "Release, substitution, or sale of property securing repayment of the securities, if material;"
11. _____ "Rating changes;"
12. _____ "Bankruptcy, insolvency, receivership or similar event of the obligated person;"
13. _____ "Merger, consolidation, or acquisition of the obligated person, if material;"
14. _____ "Appointment of a successor or additional trustee, or the change of name of a trustee, if material;"
15. _____ "Incurrence of a Financial Obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders, if material;" and
16. _____ "Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties."

____ Failure to provide annual financial information as required.

I hereby represent that I am authorized by the Obligated Person or its agent to distribute this information publicly:

Signature: _____

Name: _____

Title: _____

Digital Assurance Certification, L.L.C.
315 E. Robinson Street
Suite 300
Orlando, FL 32801
407-515-1100

Date: _____

EXHIBIT C-2

VOLUNTARY EVENT DISCLOSURE COVER SHEET

This cover sheet and accompanying “voluntary event disclosure” may be sent to the MSRB, pursuant to the Disclosure Dissemination Agent Agreement dated as of _____, 2025, between the Obligated Person and DAC.

Issuer’s and Obligated Person’s Names: The Economic Development Authority of the City of Harrisonburg, Virginia (Issuer) and Eastern Mennonite University (Obligated Person)

Issuer’s Six-Digit CUSIP Number:

Issuer’s Nine-Digit CUSIP Number(s) of the bonds to which this notice relates:

Number of pages attached: _____

____ Description of Voluntary Event Disclosure (Check One):

1. _____ “amendment to continuing disclosure undertaking;”
2. _____ “change in obligated person;”
3. _____ “notice to investors pursuant to bond documents;”
4. _____ “certain communications from the Internal Revenue Service;”
5. _____ “secondary market purchases;”
6. _____ “bid for auction rate or other securities;”
7. _____ “capital or other financing plan;”
8. _____ “litigation/enforcement action;”
9. _____ “change of tender agent, remarketing agent, or other on-going party;” and
10. _____ “other event-based disclosures.”

I hereby represent that I am authorized by the Obligated Person or its agent to distribute this information publicly:

Signature:

Name: _____

Title: : _____

Digital Assurance Certification, L.L.C.
315 E. Robinson Street
Suite 300
Orlando, FL 32801
407-515-1100

Date: _____

EXHIBIT C-3

VOLUNTARY FINANCIAL DISCLOSURE COVER SHEET

This cover sheet and accompanying “voluntary financial disclosure” may be sent to the MSRB, pursuant to the Disclosure Dissemination Agent Agreement dated as of _____, 2025, between the Issuer and DAC.

Issuer’s and Obligated Person’s Names: The Economic Development Authority of the City of Harrisonburg, Virginia (Issuer) and Eastern Mennonite University (Obligated Person)

Issuer’s Six-Digit CUSIP Number:

Issuer’s Nine-Digit CUSIP Number(s) of the bonds to which this notice relates:

Number of pages attached: _____

____ Description of Voluntary Financial Disclosure (Check One):

1. _____ “quarterly/monthly financial information;”
2. _____ “change in fiscal year/timing of annual disclosure;”
3. _____ “change in accounting standard;”
4. _____ “interim/additional financial information/operating data;”
5. _____ “budget;”
6. _____ “investment/debt/financial policy;”
7. _____ “information provided to rating agency, credit/liquidity provider or other third party;”
8. _____ “consultant reports;” and
9. _____ “other financial/operating data.”

I hereby represent that I am authorized by the Obligated Person or its agent to distribute this information publicly:

Signature:

Name: _____

Title: : _____

Digital Assurance Certification, L.L.C.
315 E. Robinson Street
Suite 300
Orlando, FL 32801
407-515-1100

Date: _____

APPENDIX F

INFORMATION REGARDING THE DEPOSITORY TRUST COMPANY AND ITS BOOK-ENTRY SYSTEM

INFORMATION REGARDING THE DEPOSITORY TRUST COMPANY AND ITS BOOK-ENTRY SYSTEM

Upon initial issuance, the Series 2025 Bonds will be available only in book-entry form, and will be available only in Authorized Denominations. The Depository Trust Company (“DTC”) will act as securities depository for the Series 2025 Bonds. The Series 2025 Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered bond certificate will be issued for each maturity of each series of the Series 2025 Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world’s largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, as amended. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). DTC has a Standard & Poor’s rating of AA+. The DTC Rules applicable to its Direct and Indirect Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of the Series 2025 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2025 Bonds on DTC’s records. The ownership interest of each actual purchaser of a Series 2025 Bond (a “Beneficial Owner”) is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2025 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Series 2025 Bonds, except in the event that use of the book-entry system for the Series 2025 Bonds is discontinued.

To facilitate subsequent transfers, all Series 2025 Bonds deposited by Direct Participants with DTC are registered in the name of DTC’s partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of the Series 2025 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2025 Bonds; DTC’s records reflect only the identity of the Direct Participants to whose accounts such Series 2025 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of the Series 2025 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2025 Bonds, such as redemptions, tenders, defaults and proposed amendments to the Bond documents. For example, Beneficial Owners of the Series 2025 Bonds may wish to ascertain that the nominee holding the Series 2025 Bonds for their benefit has agreed to obtain and transmit notices to Beneficial

Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Series 2025 Bonds within a maturity of a series are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such series and maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Series 2025 Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Authority as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Series 2025 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and dividend payments on the Series 2025 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Authority or the Bond Trustee, on payable dates in accordance with their respective holdings shown on DTC's records. Payments by Direct and Indirect Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Direct and Indirect Participant and not of DTC (or its nominee), the Bond Trustee, or the Authority, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Authority or the Bond Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Series 2025 Bonds at any time by giving reasonable notice to the Authority or the Bond Trustee. Under such circumstances, in the event that a successor depository is not obtained, Bond certificates are required to be printed and delivered.

The University, under certain circumstances, may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the Authority and the University believe to be reliable, but neither the Authority nor the University take any responsibility for the accuracy thereof.

None of the Authority, the University, the Underwriters or the Bond Trustee, as paying agent, will have any responsibility or obligations to the Direct Participants, the Indirect Participants or the Beneficial Owners with respect to (1) the accuracy of any records maintained by DTC, any Direct Participant or any Indirect Participant; (2) the payment by any Direct Participant or any Indirect Participant of any amount due to any beneficial owner in respect of the principal amount or redemption price of or interest on the Series 2025 Bonds; (3) the delivery by any Direct Participant or any Indirect Participant of any notice to any Beneficial Owner that is required or permitted to be given to Bondholders under the terms of the Bond Indenture; (4) the selection of the beneficial owners to receive payment in the event of any partial redemption of the Series 2025 Bonds; or (5) any consent given or other action taken by DTC as Bondholder.

So long as Cede & Co. is the registered owner of the Series 2025 Bonds, as nominee of DTC, references in this Official Statement to the Owners of the Series 2025 Bonds shall mean Cede & Co. and shall not mean the Beneficial Owners and Cede & Co. will be treated as the only Bondholder of the Series 2025 Bonds for all purposes under the Bond Indenture.

The Authority may enter into amendments to the agreement with DTC or successor agreements with a successor securities depository, relating to the book-entry system to be maintained with respect to the Series 2025 Bonds without the consent of Beneficial Owners or Bondholders.