



MEETING AGENDA

CHARLOTTESVILLE ECONOMIC DEVELOPMENT AUTHORITY **Tuesday, August 12, 2025 – 4:00 p.m. @ CitySpace, 100 5th St. NE**

- 1) CALL TO ORDER AND WELCOME
- 2) PUBLIC COMMENT
- 3) CONSENT AGENDA
 - a) Minutes from the May 13, 2025, meeting
 - b) Treasurer Reports from April and May 2025
- 4) NEW BUSINESS
 - a) Resolution Providing Initial Approval of the Issuance of Revenue Bonds to Benefit Alumni Association of UVA.
 - b) Resolution Providing Final Approval of the Issuance of Revenue Bonds to Benefit Alumni Association of UVA.
 - c) Economic Development Strategic Plan - Goal 2: Intentional and Innovative Growth: Program Update - Cville Match
 - d) Discussion and Resolution to Approve the Charlottesville Affordable Bridge Loan (CABL) Fund
- 5) OTHER BUSINESS AND ANNOUNCEMENTS
- 6) ADJOURNMENT

Individuals with disabilities who require assistance or special arrangements to participate in the public meeting may call the ADA Coordinator at (434) 970-3182 or submit a request via email to ada@charlottesville.gov. The City of Charlottesville requests that you provide a 48-hour notice so that proper arrangements may be made.



**Charlottesville Economic Development Authority (CEDA)
Meeting Minutes – May 13, 2025**

Members Present

Addison Barnhardt
Jay O'Donnell
Steven Johnson
Gareth Gaston

Staff Present

Chris Engel
Matt Johnson
Keith Groomes
Trish Carpenter

Not Present

Denise Herndon
James Cauthen
Quinton Harrell

A meeting of the Charlottesville Economic Development Authority occurred on Tuesday, May 13th, 2025, at CitySpace. The Chair, Mr. Barnhardt, called the meeting to order at 4:00 PM.

Mr. Barnhardt asked if there was any public comment; no public comments noted. Mr. Steven Johnson shared that May is bike month and the City, County and UVA are all sponsoring the many events planned throughout the area.

Mr. Barnhardt welcomed Mr. Gareth Gaston, the newest member to the Board. The Chair shared that he attended the last City Council meeting where Mr. Engel provided an overview and update on EDAs VA and the activities of CEDA. The presentation comes on the heels of Council discussing ways to incentivize additional affordable housing development in the City which may include a role for CEDA. Mr. Engel thanked Mr. Barnhardt for his support.

Mr. Barnhardt asked the board if there were any comments or questions regarding the March 11, 2025, meeting minutes or the financial reports for February and March 2025. After all questions and comments were addressed, Mr. Barnhardt asked for a motion to approve the Consent Agenda, motion moved by Mr. O'Donnell, second by Mr. Johnson, three in favor, one abstained. Motion passed.

First item of new business was a resolution to approve amended Rules and Procedures. This is to update the fees charged for issuing industrial revenue bonds. After discussion at a previous meeting and a thorough review of other municipalities and their fees, the consensus was to align with the current Albemarle County EDA fees. After all questions were answered, the Chair asked for a motion to approve, so moved by Mr. Johnson, second by Mr. O'Donnell, all present in favor. Motion passed.

Next item was an update to the Board regarding Career Pathways (EDSP – Goal 3) from the Strategic Plan provided by Jenny Biche. Next Gen Skilled Trades Day is scheduled for October 4th to be held at PVCC. Partners are lined up and Jenny presented a brief video to demonstrate what the day would look like. Jenny is also working with CATEC and PVCC

to establish relationships between the schools and employers to help students achieve the required hours needed for their training.

Mr. Matt Johnson shared that the Virginia Economic Development Association honored the Office of Economic Development with an honorable mention award for the GO Cook program. The committee was so impressed with the private/public partnership of the program that it warranted a special award. Jenny will participate in a panel to discuss the program at the fall VEDA conference.

Mr. Engel provided an update on the Working Capital/Bridge Loan concept the board has been discussing. The committee comprised of Mr. Harrell, Mr. Johnson and Mr. Engel have met and are getting closer to a final plan to recommend to the board. The goal is to create a simple and easy to use program to help non-profit housing developers and investors move quickly to preserve affordable housing in the City.

In other business, Mr. Engel provided an update on the AFID Grant application for the BEACON Kitchen. The BEACON Kitchen officially opened in April. The EDA has applied for a GO VA Grant and an AFID grant to help fund needed equipment. A second AFID grant application has recently been submitted to help acquire packing equipment. If awarded the EDA will provide the local matching funds needed to leverage the state funds.

Mr. Matt Johnson provided an update on the VBAF Grant submitted on behalf of the Maury Ave. project to assist with environmental remediation. The initial install has been completed and after six months of performance of the work and proof of completion, the funds will be released.

Mr. Engel advised the Board there will most likely be a meeting in June to review an Industrial Bond application to be submitted soon. A reminder was shared about the upcoming Piedmont Pitch and Piedmont Ascent events and Mr. O'Donnell will be a judge for Piedmont Pitch pitch competition. Six individuals will be presenting their business ideas, three from the City and three from the County.

Lastly, Mr. Johnson shared OED's video in recognition of national Economic Development week.

There being no further business, Mr. Barnhardt asked for a motion to adjourn the meeting, so moved by Mr. Johnson, second by Mr. Gaston, all present in favor. The Chair adjourned the meeting at 5:01 PM.

Chris Engel, Secretary

Date Approved by CEDA

**CHARLOTTESVILLE ECONOMIC DEVELOPMENT AUTHORITY
TREASURER'S REPORT FOR PERIOD APRIL 30, 2025
REVENUE & EXPENDITURE DETAIL**

	April	Budget	YTD*	Variance
REVENUES				
EDA Admin Fees		\$ 16,500.00	\$ 16,500.00	\$ -
S&PG Rent Payment		\$ 240,000.00	\$ 200,000.00	\$ (40,000.00)
Charlottesville Pavilion Rent		\$ 100.00		\$ (100.00)
Charlottesville Pavilion Loan Payment-\$2.4		\$ 170,886.00	\$ 140,406.06	\$ (30,479.94)
Charlottesville Pavilion - Ticket Surcharge Remittance		\$ -	\$ 16,359.50	\$ 16,359.50
Charlottesville Pavilion - Maintenance Fund Deposit		\$ -	\$ 25,072.00	\$ 25,072.00
Interest Earned on CEDA Cash Deposits		\$ -		\$ -
Performance Agreements		\$ 500,000.00		\$ (500,000.00)
State AFID Grant		\$ -	\$ 100,000.00	\$ 100,000.00
Reserves		\$ 36,016.00		\$ (36,016.00)
TOTAL REVENUES	\$ -	\$ 963,502.00	\$ 498,337.56	\$ (465,164.44)
EXPENDITURES				
Project Reserves		\$ -		\$ -
Contribution to the City for Administration	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ -
Education and Training		\$ 1,500.00	\$ 1,559.85	\$ (59.85)
Marketing		\$ 25,000.00	\$ 7,500.00	\$ 17,500.00
Legal Fees		\$ 15,000.00	\$ 6,087.00	\$ 8,913.00
Research		\$ 10,000.00	\$ 9,869.70	\$ 130.30
Supplies	\$ 11.00	\$ 1,500.00	\$ 163.81	\$ 1,336.19
Rent to City for Pavilion		\$ 1.00		\$ 1.00
Rent to City for SP&G Building		\$ 1.00		\$ 1.00
ACE Program	\$ 2,000.00	\$ 18,000.00	\$ 12,000.00	\$ 6,000.00
Cville Match		\$ 62,500.00	\$ 37,500.00	\$ 25,000.00
GO Hire		\$ 30,000.00	\$ 19,360.28	\$ 10,639.72
GO VA Match		\$ 175,000.00	\$ 176,296.00	\$ (1,296.00)
Recovery Programming	\$ 3,613.17	\$ 15,000.00	\$ 10,007.02	\$ 4,992.98
Performance Agreements		\$ 500,000.00		\$ 500,000.00
State/AFID Grants	\$ 71,500.00		\$ 71,500.00	
Audit Fees/Adjustment		\$ 10,000.00	\$ 2,485.00	\$ 7,515.00
TOTAL EXPENDITURES	\$ 177,124.17	\$ 963,502.00	\$ 454,328.66	\$ 580,673.34

Notes:

- Charlottesville Pavilion is required to make semi-annual loan payments in the amount of \$85,442.28. That amount is being paid using the ticket surcharge money. If ticket surcharge collections are not enough to cover the loan payment, Charlottesville Pavilion remits a check to CEDA for the difference.

- Rent to the City for S&PG Building has been prepaid for the duration of the lease.

**CHARLOTTESVILLE ECONOMIC DEVELOPMENT AUTHORITY
TREASURER'S REPORT FOR PERIOD ENDING APRIL 30, 2025
SUMMARY INFORMATION**

S&PG RENT PAYMENT			
FY19		\$	260,000.00
FY20		\$	220,000.00
FY21		\$	260,000.00
FY22		\$	240,000.00
FY23		\$	260,000.00
FY24		\$	240,000.00
7/1/2024	\$	20,000.00	\$ 200,000.00
8/1/2024	\$	40,000.00	
9/1/2024	\$	20,000.00	
10/1/2024	\$	20,000.00	
11/1/2024	\$	20,000.00	
12/1/2024	\$	20,000.00	
1/1/2025	\$	40,000.00	
2/1/2025			
3/1/2025	\$	20,000.00	
4/1/2025			
5/1/2025			
6/1/2025			
TOTAL CURRENT FISCAL YR		\$	<u>200,000.00</u>
BEGINNING CASH BALANCE	\$	2,857,475.77	
Plus Revenues	\$	-	
Minus Expenditures	\$	(177,124.17)	
ENDING CASH BALANCE - 4/30/2025	\$	<u>2,680,351.60</u>	
WORKING CASH BALANCE			
Cash Balance 4/30/2025	\$	2,681,151.60	
Reserved for COF Local Match	\$	(200,000.00)	
Reserved for Pavilion Maintenance Fund	\$	(161,955.65)	
Reserved for S&PG Maintenance Fund	\$	(560,000.00)	
Reserved for S&PG Security Deposit	\$	(65,895.00)	
Reserved for 700 Jefferson St. Security Deposit	\$	(31,000.00)	
Reserved for 1520 E. High St.	\$	(14,400.00)	
CEDA Opportunity Fund	\$	(500,000.00)	
WORKING CASH BALANCE -4/30/25	\$	<u>1,147,900.95</u>	

* FISCAL YEAR RUNS FROM JULY 1, 2024 TO JUNE 30, 2025

**CHARLOTTESVILLE ECONOMIC DEVELOPMENT AUTHORITY
TREASURER'S REPORT FOR PERIOD MAY 31, 2025
REVENUE & EXPENDITURE DETAIL**

	May	Budget	YTD*	Variance
REVENUES				
EDA Admin Fees	\$ 1,500.00	\$ 16,500.00	\$ 18,000.00	\$ 1,500.00
S&PG Rent Payment	\$ 20,000.00	\$ 240,000.00	\$ 220,000.00	\$ (20,000.00)
Charlottesville Pavilion Rent		\$ 100.00		\$ (100.00)
Charlottesville Pavilion Loan Payment-\$2.4	\$ 19,940.00	\$ 170,886.00	\$ 160,346.06	\$ (10,539.94)
Charlottesville Pavilion - Ticket Surcharge Remittance		\$ -	\$ 16,359.50	\$ 16,359.50
Charlottesville Pavilion - Maintenance Fund Deposit	\$ (46,560.66)	\$ -	\$ (21,488.66)	\$ (21,488.66)
Interest Earned on CEDA Cash Deposits		\$ -		\$ -
Performance Agreements		\$ 500,000.00		\$ (500,000.00)
State AFID Grant		\$ -	\$ 100,000.00	\$ 100,000.00
Reserves		\$ 36,016.00		\$ (36,016.00)
TOTAL REVENUES	\$ (5,120.66)	\$ 963,502.00	\$ 493,216.90	\$ (470,285.10)
EXPENDITURES				
Project Reserves		\$ -		\$ -
Contribution to the City for Administration		\$ 100,000.00	\$ 100,000.00	\$ -
Education and Training		\$ 1,500.00	\$ 1,559.85	\$ (59.85)
Marketing	\$ 11,610.00	\$ 25,000.00	\$ 19,110.00	\$ 5,890.00
Legal Fees	\$ 1,512.00	\$ 15,000.00	\$ 7,599.00	\$ 7,401.00
Research	\$ 2,485.00	\$ 10,000.00	\$ 12,354.70	\$ (2,354.70)
Supplies		\$ 1,500.00	\$ 163.81	\$ 1,336.19
Rent to City for Pavilion		\$ 1.00		\$ 1.00
Rent to City for SP&G Building		\$ 1.00		\$ 1.00
ACE Program		\$ 18,000.00	\$ 12,000.00	\$ 6,000.00
Cville Match	\$ 6,250.00	\$ 62,500.00	\$ 43,750.00	\$ 18,750.00
GO Hire	\$ 2,200.00	\$ 30,000.00	\$ 21,560.28	\$ 8,439.72
GO VA Match		\$ 175,000.00	\$ 176,296.00	\$ (1,296.00)
Recovery Programming	\$ 840.00	\$ 15,000.00	\$ 10,847.02	\$ 4,152.98
Performance Agreements		\$ 500,000.00		\$ 500,000.00
State/AFID Grants			\$ 71,500.00	
Audit Fees/Adjustment		\$ 10,000.00	\$ 2,485.00	\$ 7,515.00
TOTAL EXPENDITURES	\$ 24,897.00	\$ 963,502.00	\$ 479,225.66	\$ 555,776.34

Notes:

- Charlottesville Pavilion is required to make semi-annual loan payments in the amount of \$85,442.28. That amount is being paid using the ticket surcharge money. If ticket surcharge collections are not enough to cover the loan payment, Charlottesville Pavilion remits a check to CEDA for the difference.

- Rent to the City for S&PG Building has been prepaid for the duration of the lease.

**CHARLOTTESVILLE ECONOMIC DEVELOPMENT AUTHORITY
TREASURER'S REPORT FOR PERIOD ENDING MAY 31, 2025
SUMMARY INFORMATION**

S&PG RENT PAYMENT		
FY19		\$ 260,000.00
FY20		\$ 220,000.00
FY21		\$ 260,000.00
FY22		\$ 240,000.00
FY23		\$ 260,000.00
FY24		\$ 240,000.00
7/1/2024	\$ 20,000.00	\$ 220,000.00
8/1/2024	\$ 40,000.00	
9/1/2024	\$ 20,000.00	
10/1/2024	\$ 20,000.00	
11/1/2024	\$ 20,000.00	
12/1/2024	\$ 20,000.00	
1/1/2025	\$ 40,000.00	
2/1/2025		
3/1/2025	\$ 20,000.00	
4/1/2025		
5/1/2025	\$ 20,000.00	
6/1/2025		
TOTAL CURRENT FISCAL YR	\$ 220,000.00	
BEGINNING CASH BALANCE		
	\$ 2,681,151.60	
Plus Revenues	\$ (5,120.66)	
Minus Expenditures	\$ (24,897.00)	
ENDING CASH BALANCE - 5/31/2025	\$ 2,651,133.94	
WORKING CASH BALANCE		
Cash Balance 5/31/2025	\$ 2,651,133.94	
Reserved for COF Local Match	\$ (200,000.00)	
Reserved for Pavilion Maintenance Fund	\$ (115,394.99)	
Reserved for S&PG Maintenance Fund	\$ (560,000.00)	
Reserved for S&PG Security Deposit	\$ (65,895.00)	
Reserved for 700 Jefferson St. Security Deposit	\$ (31,000.00)	
Reserved for 1520 E. High St.	\$ (15,200.00)	
CEDA Opportunity Fund	\$ (500,000.00)	
WORKING CASH BALANCE -5/31/25	\$ 1,163,643.95	

* FISCAL YEAR RUNS FROM JULY 1, 2024 TO JUNE 30, 2025

**RESOLUTION OF THE ECONOMIC DEVELOPMENT AUTHORITY OF
THE CITY OF CHARLOTTESVILLE, VIRGINIA, PROVIDING FINAL
APPROVAL FOR ISSUANCE OF UP TO \$50,000,000 OF REVENUE
BONDS FOR THE BENEFIT OF ALUMNI ASSOCIATION OF THE
UNIVERSITY OF VIRGINIA**

A. The Economic Development Authority of the City of Charlottesville, Virginia (the "Authority") is empowered by the Industrial Development and Revenue Bond Act, Chapter 49, Title 15.2, Code of Virginia of 1950, as amended (the "Act"), to issue its revenue bonds to finance facilities for the Commonwealth of Virginia (the "Commonwealth") and its agencies, and governmental and nonprofit organizations to promote the health, welfare, convenience or prosperity of the Commonwealth's inhabitants.

B. The Authority has received a request from Alumni Association of the University of Virginia (the "Borrower"), to issue its revenue bonds (the "Bonds"), in one or more series at one time or from time to time.

C. The Authority will loan the proceeds of the Bonds to the Borrower to finance and refinance all or a portion of the costs associated with the projects described below (collectively, the "Plan of Finance"):

(a) The financing and refinancing of (a) the demolition and removal of the existing structure and fixtures of Alumni Hall, located at 211 Emmet Street S, Charlottesville, Virginia 22903, and (b) the design, engineering, constructing and equipping of a replacement Alumni Hall, which is expected to be approximately two stories high, and also includes equipment and fixtures related thereto; and

(b) The financing, if and as needed, of capitalized interest on the Bonds, costs of issuance related to the issuance of the Bonds, working capital, other capital and other related costs;

D. The Authority will issue the Bonds under one or more Bond Purchase and Loan Agreements (each a "Bond Purchase and Loan Agreement"), among the Authority, the Borrower and Truist Commercial Equity, Inc. (or a designee, the "Lender"), and the Lender will purchase each Bond as provided in the applicable Bond Purchase and Loan Agreement.

E. The Authority will loan the proceeds of each Bond to the Borrower under the applicable Bond Purchase and Loan Agreement, and the Borrower will apply the proceeds under the terms of the Bond Purchase and Loan Agreements to undertake the Plan of Finance.

F. To evidence the Borrower's obligations under the Bond Purchase and Loan Agreement, the Borrower will execute and deliver one or more promissory notes to secure the Bonds (each a "Note").

G. The Bonds are expected to be sold to the Lender under the Bond Purchase and Loan Agreements; provided that (1) the final maturity of the Bond is not later than 40 years after its issuance date and (2) the Bond bears interest at a fixed rate that does not exceed 7% or a variable rate where the initial variable rate does not exceed 7% (collectively, the "Bond Terms").

H. There have been presented to this meeting the preliminary forms of the following instruments, which the Authority, if a party thereto, proposes to execute to carry out the transactions described above, copies of which have been filed with the records of the Authority:

- (a) Bond Purchase and Loan Agreement, including the form of the Bonds; and
- (b) the Note with the Authority's assignment thereof.

I. The Bond Purchase and Loan Agreements and the assignment of the Notes are referred to below as the "Authority Documents."

NOW, THEREFORE, BE IT RESOLVED BY THE ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF CHARLOTTESVILLE, VIRGINIA:

1. The issuance of the Bonds for the purpose of undertaking the Plan of Finance is approved. The Bonds shall be in substantially the form attached as an exhibit to the Bond Purchase and Loan Agreements.

2. The Bonds and the Authority Documents are approved in substantially the forms submitted to this meeting, with such changes, insertions or omissions (including, without limitation, changes of the dates thereof) consistent with the Bond Terms as may be approved by the Chair or the Vice Chair of the Authority, whose approval will be evidenced conclusively by the execution and delivery of the Bond.

3. The Chair and Vice Chair of the Authority are each hereby authorized and directed to execute and deliver the Bonds to or for the account of the Lender and the Authority Documents to the other parties thereto upon approval of their final form, terms and conditions consistent with the Bond Terms. The Chair and the Vice Chair are each authorized to approve the number of series, interest rates, maturities, redemption provisions, put provisions and other terms of the Bonds, consistent with the Bond Terms, with the inclusion of such terms in the Bond Purchase and Loan Agreements being conclusive evidence of such approval. The sale of the Bonds to the Lender pursuant to the Bond Purchase and Loan Agreements is hereby approved and authorized provided such sale shall be consistent with the Bond Terms.

4. The Chair and the Vice Chair of the Authority are each authorized to execute on behalf of the Authority the Bonds and the Authority Documents, and the Secretary and the Assistant Secretary of the Authority are each authorized to affix the seal of the Authority to the Bond and, if required, the Authority Documents and to attest such seal. The signatures of the Chair, the Vice Chair, the Secretary and the Assistant Secretary and the seal of the Authority may be by facsimile. Each officer of the Authority is authorized to execute and deliver on behalf of the Authority such instruments, documents or certificates and to do and perform such things and acts, as he or she deems necessary or appropriate to carry out the transactions authorized by this Resolution or contemplated by the Bonds, the Authority Documents or such instruments, documents or certificates, and all of the foregoing, previously done or performed by such officers of the Authority, are in all respects approved, ratified and confirmed.

5. This resolution shall be effective immediately; provided however, that the Bonds shall not be issued until approved by City Council as required under Section 15.2-4906 of the Act.

CERTIFICATE

The undersigned Secretary of the Economic Development Authority of the City of Charlottesville, Virginia (the "Authority"), hereby certifies that the foregoing is a true, correct and complete copy of a resolution adopted by a majority of the Directors of the Authority during an open meeting duly called and held on August 12, 2025, in accordance with law, and that such resolution has not been repealed, revoked, rescinded or amended but is in full force and effect on the date hereof.

WITNESS the following signature and seal of the Authority as of August 12, 2025.

[SEAL]

Secretary, Economic Development Authority of the
City of Charlottesville, Virginia

RESOLUTION OF THE ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF CHARLOTTESVILLE, VIRGINIA, PROVIDING INITIAL APPROVAL OF THE ISSUANCE OF UP TO \$50,000,000 OF REVENUE BONDS FOR THE BENEFIT OF ALUMNI ASSOCIATION OF THE UNIVERSITY OF VIRGINIA

A. The Economic Development Authority of the City of Charlottesville, Virginia (the "Authority") is empowered by the Industrial Development and Revenue Bond Act, Chapter 49, Title 15.2, Code of Virginia of 1950, as amended (the "Act"), to issue its revenue bonds to finance facilities for the Commonwealth of Virginia (the "Commonwealth") and its agencies, and governmental and nonprofit organizations (other than an organization organized and operated exclusively for religious purposes) which is described in Section 501 (c)(3) of the Internal Revenue Code of 1986, as amended (the "Code") which is exempt from federal income taxation pursuant to Section 501(a) of the Code to promote the health, welfare, convenience or prosperity of the Commonwealth's inhabitants.

B. The Authority has received a request from Alumni Association of the University of Virginia (the "Borrower"), to issue its revenue bonds (the "Bonds"), in one or more series at one time or from time to time.

C. The Authority will loan the proceeds of the Bonds to the Borrower to finance and refinance all or a portion of the costs associated with the projects described below (collectively, the "Plan of Finance"):

a. The financing and refinancing of (a) the demolition and removal of the existing structure and fixtures of Alumni Hall, located at 211 Emmet Street S, Charlottesville, Virginia 22903, and (b) the design, engineering, constructing and equipping of a replacement Alumni Hall, which is expected to be approximately two stories high, and also includes equipment and fixtures related thereto; and

b. The financing, if and as needed, of capitalized interest on the Bonds, costs of issuance related to the issuance of the Bonds, working capital, other capital and other related costs.

D. Preliminary plans for the Plan of Finance have been described to the Authority and a public hearing has been held as required by Section 147(f) of the Code, and Section 15.2-4906 of the Act.

E. The Borrower has represented that the estimated cost of undertaking the Plan of Finance will require the issuance of the Bonds, in one or more series at one time or from time to time, in the aggregate principal amount not to exceed \$50,000,000.

F. (1) no Director of the Authority is an officer or employee of the Borrower or the City of Charlottesville, Virginia (the "City"), (2) each Director has, before entering upon his or her duties during his or her present term of office, taken and subscribed to the oath prescribed by Section 49-1 of the Code of Virginia of 1950, as amended, and (3) at the time of their appointments and at all times thereafter, including the date hereof, all of the Directors of the Authority have satisfied the residency requirements of the Act.

G. No Director of the Authority has any personal interest or business interest in the Borrower, the Bonds, or any of the transactions contemplated therein or has otherwise engaged in conduct prohibited under the Conflict of Interests Act, Chapter 31, Title 2.2 of the Code of Virginia of 1950, as amended, regarding this resolution or any other official action of the Authority in connection therewith.

NOW, THEREFORE, BE IT RESOLVED BY THE ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF CHARLOTTESVILLE, VIRGINIA:

1. The Authority hereby finds and determines that the Plan of Finance will be in the public interest and will promote the commerce, safety, health, welfare, convenience or prosperity of the Commonwealth, the City and their citizens and in particular, will promote the health, welfare, convenience or prosperity of the Commonwealth's inhabitants.

2. The Authority hereby agrees to assist the Borrower in undertaking the Plan of Finance by issuing its Bonds in the aggregate principal amount not to exceed \$50,000,000 upon terms and conditions mutually agreeable to the Authority and the Borrower. The Bonds will be issued pursuant to documents satisfactory to the Authority. The Bonds may be issued in one or more series at one time or from time to time.

3. It having been represented to the Authority that it is necessary to proceed immediately with the Plan of Finance, and the planning therefor, the Authority hereby agrees that the Borrower may proceed with the Plan of Finance and take such other steps as it may deem appropriate regarding the Plan of Finance, provided, however, that nothing in this resolution shall be deemed to authorize the Borrower to obligate the Authority without the Authority's consent in each instance to the payment of any moneys or the performance of any acts regarding the Plan of Finance. The Authority hereby agrees that the Borrower may be reimbursed from the proceeds of the Bonds for all expenditures and costs so incurred by it, provided such expenditures and costs are properly reimbursable under the Act and applicable federal laws.

4. At the request of the Borrower, the Authority hereby approves McGuireWoods LLP, Richmond, Virginia, as Bond Counsel for the issuance of the Bonds.

5. All costs and expenses for undertaking the Plan of Finance, including the fees and expenses of Bond Counsel and Authority Counsel, shall be paid by the Borrower or, to the extent permitted by applicable law, from the proceeds of the Bonds. If for any reason such Bonds are not issued, it is understood that all such expenses shall be paid by the Borrower and that the Authority shall have no responsibility therefor.

6. The approvals herein do not constitute an endorsement to any prospective owner of the Bonds of the creditworthiness of the Borrower or any other person, and the Bonds shall provide that the Authority and the City, among others, shall not be obligated to pay the Bonds or the interest thereon or other costs incident thereto, and neither the faith or credit nor the taxing power of the Commonwealth of Virginia or the City shall be pledged thereto.

7. The Authority hereby recommends that the City Council of the City (the "City Council") approve the issuance of the Bonds for the purpose of undertaking the Plan of Finance.

8. No Bonds may be issued pursuant to this resolution until such time as the issuance of the Bonds has been approved by the City Council and a final resolution is approved by the Authority.

9. The Authority directs the Secretary to submit to the City Council this resolution, and a summary of the public hearing held by the Authority, which constitutes the recommendation of the Authority that the City Council approve and concur in the Plan of Finance.

10. In adopting this resolution the Authority intends to take "official action" toward the issuance of the Bonds and to evidence its "official intent" to reimburse from the proceeds of the Bonds any expenditures paid by the Borrower before the issuance of the Bonds, all within the meaning of regulations issued by the Internal Revenue Service pursuant to Sections 103 and 141 through 150 and related sections of the Code.

11. The Authority shall not be liable and hereby disclaims all liability to the Borrower for any damages, direct or consequential, resulting from the Authority's failure to issue the Bonds for any reason, including but not limited to, the failure of the City Council of the City to approve the issuance of the Bonds. Nothing herein shall be construed as a commitment or obligation on the part of the Authority to adopt a final resolution or execute any documents with respect to the issuance of the Bonds.

12. The Borrower agrees by its request to the Authority and acceptance of this resolution to pay to the Authority the Authority's annual fee on the outstanding principal amount of the Bonds on each anniversary date of the issuance thereof as set forth in its Rules and Regulations.

13. The Borrower agrees by its request to the Authority and acceptance of this resolution that it will indemnify and save harmless the Authority, its officers, directors, employees and agents, from and against all liabilities, obligations, claims, damages, penalties, fines, losses, costs and expenses in any way connected with the Borrower, the Project or the issuance of the Bonds.

14. This resolution shall be effective immediately and shall continue in full force and effect for a period of one year after adoption, unless specifically extended by the Authority.

[Signature Certificate Follows]

CERTIFICATE

The undersigned Secretary of the Economic Development Authority of the City of Charlottesville, Virginia (the "Authority"), hereby certifies that the foregoing is a true, correct and complete copy of a resolution adopted by a majority of the Directors of the Authority during an open meeting duly called and held on August 12, 2025, in accordance with law, and that such resolution has not been repealed, revoked, rescinded or amended but is in full force and effect on the date hereof.

WITNESS the following signature and seal of the Authority as of August 12, 2025.

[SEAL]

Secretary, Economic Development Authority of the
City of Charlottesville, Virginia

{TO BE PUBLISHED AUGUST 5, 2025 IN DAILY PROGRESS}

**NOTICE OF PUBLIC HEARING ON PROPOSED REVENUE
BOND FINANCING BY ECONOMIC DEVELOPMENT
AUTHORITY OF THE CITY OF CHARLOTTESVILLE,
VIRGINIA**

Notice is hereby given that the Economic Development Authority of the City of Charlottesville, Virginia ("Authority") whose address is 610 East Market Street, Room B226, Charlottesville, Virginia 22902, will hold a public hearing on the application of Alumni Association of the University of Virginia (the "Borrower"), whose address is 211 Emmet St S, Charlottesville, Virginia 22903, requesting the Authority to issue up to \$50,000,000 of its revenue bonds (the "Bonds"), in one or more series, at one time or from time to time. The Bonds are expected to be issued as qualified 501(c)(3) bonds as defined in Section 145 of the Internal Revenue Code of 1986, as amended (the "Code").

The Authority will loan the proceeds of the Bonds to the Borrower to finance and refinance the costs associated with the projects described below (the "Projects"):

(1) The financing and refinancing of (a) the demolition and removal of the existing structure and fixtures of Alumni Hall, located at 211 Emmet Street S, Charlottesville, Virginia 22903, and (b) the design, engineering, constructing and equipping of a replacement Alumni Hall, which is expected to be approximately two stories high, and also includes equipment and fixtures related thereto.

(2) The financing, if and as needed, of capitalized interest on the Bonds, costs of issuance related to the issuance of the Bonds, working capital, other capital expenditures and other related costs.

The Bonds will not constitute a debt or pledge of the faith and credit of the Commonwealth of Virginia (the "Commonwealth") or any political subdivision thereof, including the Authority and the City of Charlottesville, Virginia. Neither the Commonwealth nor any political subdivision thereof, including the Authority and the City of Charlottesville, Virginia, shall be obligated to pay the Bonds, or the interest thereon, or the costs incident thereto, except from the revenues and monies received from the Borrower and pledged therefor, and neither the faith and credit nor the taxing power of the Commonwealth nor any political subdivision thereof, including the Authority and the City of Charlottesville, Virginia, will be pledged to the payment of the principal of or interest on such Bonds or other costs incident thereto.

The Bonds will also not constitute a debt or pledge of the faith and credit or revenues of The Rector and Visitors of the University of Virginia.

The public hearing, which may be continued or adjourned, will be held at 4:00 p.m. on Tuesday, August 12, 2025, before the Authority, at CitySpace, 100 5th Street, Charlottesville, Virginia 22902. Any person interested in the issuance of the Bonds or the location or nature of the proposed Projects may appear at the hearing and present his or her views. Information regarding the Borrower's request is on file and is open for inspection at the Authority's office at 610 East Market Street, Room B226, Charlottesville, Virginia 22902, during business hours.

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

BOND PURCHASE AND LOAN AGREEMENT

among

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

TRUIST COMMERCIAL EQUITY, INC., as Bondholder

and

ALUMNI ASSOCIATION OF THE UNIVERSITY OF VIRGINIA

Dated as of August 1, 2025

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EXHIBIT A - Form of Series 2025A Bond

EXHIBIT B - Form of Series 2025A Promissory Note

THIS BOND PURCHASE AND LOAN AGREEMENT, is dated as of August 1, 2025, (as more particularly defined below, this "Agreement"), and is between the **ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF CHARLOTTESVILLE, VIRGINIA**, a political subdivision of the Commonwealth of Virginia and a body politic and corporate, (as more particularly defined below, the "Authority"), **TRUIST COMMERCIAL EQUITY, INC.** (as more particularly defined below, the "Bondholder"), and the **ALUMNI ASSOCIATION OF THE UNIVERSITY OF VIRGINIA**, a Virginia nonstock corporation (as more particularly defined below, the "Borrower");

WITNESSETH:

WHEREAS, the Authority intends to issue and sell the Bond, as hereinafter defined, to the Bondholder to provide for the financing by the Authority of the Project, as hereinafter defined, for the benefit of the Borrower; the Authority intends to loan the proceeds from the sale of the Bond to the Borrower under this Agreement; and the Borrower intends to issue and deliver to the Authority the Note, as hereinafter defined, to evidence the Borrower's obligation to repay such loan;

WHEREAS, the Authority intends for the Bond to be secured by the assignment of the Note to the Bondholder; and

WHEREAS, the Authority, the Bondholder and the Borrower desire to set forth the terms and conditions regarding to such financing;

NOW, THEREFORE, the parties hereto agree as follows:

**ARTICLE I
DEFINITIONS AND RULES OF CONSTRUCTION**

Section 1.1 Definitions. In addition to other terms defined elsewhere in this Agreement, the following terms shall have the following meanings in this Agreement unless the context otherwise requires:

"Act" means the Industrial Development and Revenue Bond Act, Chapter 49, Title 15.2 of the Code of Virginia of 1950, as amended and in effect from time to time.

"Agreement" means this Bond Purchase and Loan Agreement, as the same may be altered, amended, modified, or supplemented from time to time.

"Authority" means the Economic Development Authority of the City of Charlottesville, Virginia, and its successors.

"Authorizing Resolution" means the resolution of the Authority adopted on _____, 2025, approving, among other things, the issuance, sale and award of the Bond to the Bondholder on the Closing Date.

"Bond" means the Revenue Bond (Alumni Association of the University of Virginia), Series 2025A, issued by the Authority under this Agreement, in the original principal amount of \$_____ substantially in the form attached as Exhibit A, as the same may be altered, amended, modified, or supplemented, from time to time.

"Bondholder Covenants Agreement" means the Bondholder Covenants Agreement dated as of August 1, 2025 between the Borrower and the Bondholder, as the same may be altered, amended, modified, or supplemented, from time to time.

"Bond Counsel" means McGuireWoods LLP, or other nationally recognized bond counsel satisfactory to the Bondholder.

"Bond Year" means (a) the period beginning on the date of issue of the Bond and ending at the close of business on the next following Rebate Computation Day, and (b) each one-year period thereafter which ends at the close of business on a Rebate Computation Day.

"Bondholder" means Truist Commercial Equity, Inc., as holder of the Bond, or any subsequent holder thereof.

"Borrower" means (i) the Alumni Association of the University of Virginia, a Virginia nonstock corporation, and (ii) any surviving, resulting, or transferee entity as provided in the Financing Instruments.

"Business Day" means any day other than a Saturday or Sunday or other day on which the Bondholder is authorized or required to close.

"Change in Law" means the occurrence, after the date of this Agreement, of any of the following of general applicability: (a) the adoption or taking effect of any law, rule, regulation or treaty, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation, implementation or application thereof by any Governmental Authority or (c) the making or issuance of any request, rule, guideline or directive (whether or not having the force of law) by any Governmental Authority; provided that notwithstanding anything herein to the contrary, (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (ii) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or, pursuant to the accord commonly referred to as "Basel III" or the United States or foreign regulatory authorities, shall in each case be deemed to be a "Change in Law," regardless of the date enacted, adopted or issued.

"Closing Date" means the date of the Bond.

"Code" means the Internal Revenue Code of 1986, as amended, including applicable regulations and revenue rulings thereunder.

"Computation Date" means (a) the last day of the fifth and each succeeding fifth Bond Year so long as such day occurs before the day the Bond is paid in full, and (b) the day the Bond is paid in full.

"Costs of the Project" means:

- (a) the cost of acquiring land and interests in land that are or will become part of the Project;
- (b) the cost of labor, materials, machinery and equipment as payable to contractors, builders and materialmen in connection with the completion of construction, renovation and equipping of the Project;
- (c) governmental charges levied or assessed during construction on the Project, or on any property acquired therefor, and premiums on insurance in connection with the Project during completion of construction;
- (d) expenses of administration, supervision and inspection properly chargeable to the Project, and all other items of expense, including those of the Authority or the Borrower, not elsewhere specified in this section incident to the completion of construction and placing in operation of the Project;
- (e) any other cost (except costs of issuance related to the Bond within the contemplation of Section 147(g) of the Code) relating to the Project set forth or permitted under the Act;
- (f) interest on the Bond related to the Project during construction of the Project and for up to one year thereafter; and
- (g) reimbursement to the Borrower for any of the above-described costs paid by it, whether before or after the Closing Date.

"Default Rate" means the interest rate on the Bond plus 400 basis points (4.0%) per annum.

"Event of Default" means any of the events set forth in Section 9.1.

"Event of Taxability" means (i) a Change in Law that changes the ability of the holder to exclude all or a portion of the interest on the Bond from its gross income for federal income tax purposes (but excluding changes in the Bondholder Tax Rate to which the provisions of Section 5.2(b) shall apply), or (ii) a final decree or judgment of any federal court or a final action of the Internal Revenue Service determining that interest paid or payable on all or a portion of the Bond is or was includable in the gross income of the Bondholder for federal income tax purposes; provided, that no such decree, judgment, or action will be considered final for these purposes, however, unless the Borrower have been given written notice and, if it is so desired and is legally allowed, has been afforded the opportunity to contest the same, either directly or in the name of any Bondholder, and until the conclusion of any appellate review, if sought.

Such an Event of Taxability shall mean and shall be deemed to have occurred on the first to occur of the following:

(a) on the effective date of any change of law that that changes the ability of the holder to exclude all or a portion of the interest on the Bond from its gross income for federal income tax purposes;

(b) on that date when the Borrower or the Authority files any statement, supplemental statement or other tax schedule, return or document which discloses that an Event of Taxability shall have in fact occurred;

(c) on the date when the Bondholder or any prior Bondholder notifies the Borrower that it has received a written opinion by any attorney or firm of attorneys of recognized standing on the subject of tax-exempt municipal finance to the effect that an Event of Taxability shall have occurred unless, within 180 days after receipt by the Borrower of such notification from such Bondholder or any prior Bondholder, the Borrower shall deliver to each Bondholder and prior Bondholder (A) a ruling or determination letter issued to or on behalf of the Borrower by the Director or any District Director of Internal Revenue (or any other governmental official exercising the same or a substantially similar function from time to time) or (B) a written opinion by an attorney or firm of attorneys of recognized standing on the subject of tax-exempt municipal finance to the effect that, after taking into consideration such facts as form the basis for the opinion that an Event of Taxability has occurred, an Event of Taxability shall not have occurred;

(d) on the date when the Borrower or the Authority shall be advised in writing by the Director or any District Director of Internal Revenue (or any other government official or agent exercising the same or a substantially similar function from time to time) that, based upon filings of the Borrower or the Authority or upon any review or audit of the Borrower or upon any other ground whatsoever, an Event of Taxability shall have occurred;

(e) on that date when the Borrower shall receive notice from the Bondholder or prior Bondholder that the Internal Revenue Service (or any other government official or agency exercising the same or a substantially similar function from time to time) has assessed as includable in the gross income of such Bondholder or any prior Bondholder the interest on the Bond paid to such Bondholder or prior Bondholder due to the occurrence of an Event of Taxability (a "Determination of Taxability"); provided, however, that no Event of Taxability shall occur under clauses (c) or (d) above unless the Borrower have been afforded the opportunity, at its expense, to contest any such assessment; and provided further that no Event of Taxability shall occur until such contest, if made, has been finally determined; and provided further that upon demand from any Bondholder or any prior Bondholder, the Borrower shall immediately reimburse such Bondholder or prior Bondholder for any payments such Bondholder (or any prior Bondholder) shall be obligated to make as a result of the Determination of Taxability during any such contest; or

(f) on the date when the Borrower shall be advised in writing of a final decree or judgment from a court holding that an Event of Taxability shall have occurred.

"Financing Instruments" means this Agreement, the Bond, the Note, the Security Agreement, the Negative Pledge Agreement, the Bondholder Covenants Agreement and the Other Bond Documents.

"501(c)(3) Organization" means an organization described in Section 501(c)(3) of the Code and exempt from tax under Section 501(a) of the Code.

"Governmental Authority" means the government of the United States of America, any other nation or any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

"Issuance Costs" means all costs that are treated as costs of issuing or carrying the Bond under existing Treasury Department regulations and rulings, including, but not limited to, (a) bank origination fees, (b) counsel fees (including bond counsel, bank's counsel, Authority's counsel and Borrower counsel, as well as any other specialized counsel fees incurred in connection with the issuance of the Bond); (c) financial advisory fees incurred in connection with the issuance of the Bond; (d) rating agency fees; (e) trustee fees incurred in connection with the issuance of the Bond; (f) paying agent and certifying and authenticating agent fees related to issuance of the Bond; (g) accountant fees related to the issuance of the Bond; (h) printing costs of the Bond and of the preliminary and final offering materials; (i) publication costs associated with the financing proceedings; and (j) costs of engineering and feasibility studies necessary to the issuance of the Bond; provided, that bond insurance premiums and certain credit enhancement fees, to the extent treated as interest expense under applicable regulations, shall not be treated as "Issuance Costs."

"Negative Pledge Agreement" means the Negative Pledge Agreement, dated as of August 1, 2025, from the Borrower in favor of the Bondholder and Truist, as the same may be altered, amended, modified, or supplemented, from time to time.

"Net Proceeds" means net proceeds as defined in Section 150(a)(3) of the Code.

"Note" means the promissory note issued by the Borrower under this Agreement in a principal amount equal to the principal amount of the Bond substantially in the form attached as Exhibit B, as the same may be altered, amended, modified, or supplemented from time to time.

"Optional Put Date" means _____, 20____.

"Other Bond Documents" means the financing instruments entered into by the Borrower, the Authority, or the Bondholder (or any combination of the foregoing) in connection with the Other Bonds, as each may be altered, amended, modified, or supplemented, from time to time.

"Other Bonds" means the Revenue Bond (Alumni Association of the University of Virginia), Series 2025B issued by the Authority, in the original principal amount of \$_____[, and the Revenue Bond (Alumni Association of the University of Virginia), Series 2025C issued by the Authority, in the original principal amount of \$_____, each] as the same may be altered, amended, modified, or supplemented, from time to time

"Payment of the Bond" means payment in full of the Bond and the making in full of all other Required Payments due and payable at the time of such payment.

"Project" means [to be inserted after the public hearing notice is finalized]

"Qualified Buyer" means any "qualified institutional buyer," as defined in Rule 144A promulgated under the 1933 Act that is also a financial institution.

"Rebate Amount" means the rebate amount (as defined in Section 1.148-1 of the Treasury Regulations) for the Bond.

"Rebate Amount Payable" means, for any Computation Date, the amount (if any) payable to the United States pursuant to Section 148(f) of the Code for the Rebate Amount as of such Computation Date, including any amount payable for income attributable to the Rebate Amount.

"Rebate Computation Day" means the day in each calendar year that corresponds to the date on which the final payment of principal of the Bond is scheduled to be made, which day is hereby selected by the Authority as the last day of each Bond Year.

"Required Payment" means any payment of money required under the terms of the Financing Instruments to be made by the Borrower for its own account or for the account of the Authority.

"Restricted Gift" means a gift, devise or bequest collected by the Borrower that is conditioned upon its use by the Borrower for (a) the renovation, construction, equipping or installation of the Project or payment of the price thereof, or (b) the payment or prepayment, in whole or in part, of the Bond.

"Security Agreement" means the Security Agreement, dated August 1, 2025, from the Borrower in favor of the Bondholder and Truist, as the same may be altered, amended, modified, or supplemented, from time to time.

"Taxable Period" means the period of time between (a) the date that interest on the Bond is deemed to be includable in the gross income of the owner thereof for federal income tax purposes as a result of an Event of Taxability, and (b) the date of the Event of Taxability and after which the Bond bear interest at the Taxable Rate.

"Taxable Rate" means the interest rate per annum that shall provide the Bondholder with the same after tax yield that the Bondholder would have otherwise received had the Event of Taxability not occurred, taking into account the increased taxable income of the Bondholder as a result of such Event of Taxability. The Bondholder shall provide the Borrower with a written statement explaining the calculation of the Taxable Rate, which statement shall, in the absence of manifest error, be conclusive and binding on the Borrower and the Authority.

"Tax-Exempt Bond" means an obligation the interest on which is excluded from gross income for federal income tax purposes and shall include any interest in a regulated investment company to the extent provided in Treasury Regulations Section 1.150-1(b); **provided, however**, that no specified private activity bond (as defined in Section 57(a)(5)(C) of the Code) shall be deemed to be a Tax-Exempt Bond.

"Trade or Business" means a trade or business as such term is used in Section 141(b)(6) of the Code.

"Truist" means Truist Bank, together with its successors.

"Unrelated Trade or Business" means a Trade or Business of a 501(c)(3) Organization that is an unrelated trade or business (determined by applying Section 513(a) of the Code) of such 501(c)(3) Organization.

"Virginia Code" means the Code of Virginia of 1950, as amended.

Section 1.2 Rules of Construction. The following rules shall apply to the construction of the Financing Instruments unless the context otherwise requires:

(a) Words importing the singular number shall include the plural number and vice versa, and any gender shall connote any other gender.

(b) All references in a Financing Instrument to particular articles or sections are references to articles or sections of such Financing Instrument unless otherwise indicated.

(c) The headings and Table of Contents in any Financing Instrument are solely for convenience of reference and shall not constitute a part of such Financing Instrument, nor shall they affect its meaning, construction or effect.

(d) Words importing the prepayment or calling for prepayment of the Bond shall not be deemed to refer to or connote the payment of the Bond at its stated maturity.

(e) All accounting terms used in any Financing Instrument which are not expressly defined therein shall have the meanings respectively given to them in accordance with generally accepted accounting principles. All financial computations made under any Financing Instrument shall be made in accordance with generally accepted accounting principles consistently applied, and all balance sheets and other financial statements shall be prepared in accordance with generally accepted accounting principles consistently applied.

ARTICLE II REPRESENTATIONS AND FINDINGS

Section 2.1 Representations and Findings by Authority. The Authority makes the following representations and findings as the basis for its undertakings hereunder:

(a) The Authority is duly organized and existing under the Act, is a political subdivision of the Commonwealth of Virginia vested with the rights and powers conferred upon it under the Act, has the power to execute and deliver the Financing Instruments to which it is a party, to perform its obligations thereunder, to issue the Bond to finance or refinance the Project, to loan the proceeds of the Bond to the Borrower under this Agreement, the financing and refinancing of the Project, each constituting an authorized undertaking under the Act and such loan being in furtherance of the purposes for which the Authority was organized, and to carry out its other obligations under such Financing Instruments. By proper corporate action the Authority has

duly authorized the execution and delivery of such Financing Instruments, the performance of its obligations thereunder and the issuance of the Bond and, simultaneously with the execution and delivery of this Agreement, has issued and sold the Bond. No proceedings to dissolve the Authority have been instituted.

(b) The execution and delivery of, and compliance by the Authority with the terms and conditions of, the Financing Instruments to which the Authority is a party will not conflict with, or constitute or result in a default under or violation of, (i) the Act or any existing law, rule or regulation applicable to it, (ii) any indenture, mortgage, deed of trust, lien, lease, contract, note, order, judgment, decree or other agreement, instrument or restriction of any kind to which the Authority or any of its assets is subject, or (iii) the by-laws or any other rules or procedures of the Authority.

(c) No further approval, consent or withholding of objection on the part of any regulatory body, federal, state or local, is required in connection with (i) the issuance and delivery of the Bond by the Authority, (ii) the execution or delivery of, or compliance by the Authority with the terms and conditions of, the other Financing Instruments to which it is a party, or (iii) the assignment by the Authority of the Note.

(d) No litigation, inquiry or investigation of any kind in or by any judicial or administrative court or agency is pending or, to the knowledge of the Authority, threatened against the Authority regarding (i) the organization or existence of the Authority, (ii) its authority to execute or deliver the Financing Instruments to which it is a party, (iii) the validity or enforceability of any such Financing Instruments or the transactions contemplated thereby, (iv) the title of any officer of the Authority who executed such Financing Instruments, or (v) any authority or proceedings related to the execution and delivery of such Financing Instruments on behalf of the Authority, and no such authority or proceedings have been repealed, revoked, rescinded or amended but are in full force and effect.

(e) The Authority has found that the financing and refinancing of the Project will serve the purposes of the Act.

(f) None of the directors of the Authority who participated in the Authority meeting approving the Bond has a personal interest (as defined in Section 2.2-3101 of the Virginia Code) in any Financing Instrument or in any transaction contemplated thereby or is an officer or employee of the Borrower or the Bondholder.

Section 2.2 Representations by Borrower. The Borrower makes the following representations as the basis for its undertakings hereunder:

(a) The Borrower is a nonstock corporation duly organized under the laws of Virginia and is in good standing in Virginia, has the power and authority to own its properties and to enter into the Financing Instruments to which it is a party and the transactions contemplated thereby and to perform its obligations thereunder, and by proper action has duly authorized the execution and delivery of such Financing Instruments.

(b) The loan to the Borrower of the proceeds from the sale of the Bond by the Authority will constitute an inducement to the Borrower to maintain the Project in the City of Charlottesville, Virginia (the "City") in the Commonwealth of Virginia, which will provide improved educational facilities for the use of the inhabitants of the City of Charlottesville and promote their welfare.

(c) No litigation at law or in equity or any proceeding before any governmental agency involving the Borrower is pending or, to the knowledge of the Borrower, threatened in which any liability of the Borrower is not adequately covered by insurance or in which any judgment or order would have a material adverse effect upon the business or assets of the Borrower or that would affect its authority to do business, the financing and refinancing of the Project, the validity of the Financing Instruments to which the Borrower is a party or the performance of its obligations thereunder.

(d) The Borrower is a 501(c)(3) Organization that is not a private foundation (within the meaning of Section 509(a) of the Code). The Borrower has conducted its operations and filed all required reports and documents with the Internal Revenue Service (the "Service") so as to maintain its status as such a 501(c)(3) Organization, the letter from the Service to the effect that the Borrower is a 501(c)(3) Organization has not been modified, limited or revoked and the Borrower has received no notice from the Service inquiring about, threatening or proposing to audit its status as a 501(c)(3) Organization. The Borrower is in compliance with all terms, conditions and limitations, if any, contained in such letter or any other notification from the Service. In particular, (i) the Borrower is organized and operated exclusively for educational or charitable purposes, (ii) no part of the net earnings of the Borrower has inured to the benefit of any private shareholder or individual, (iii) no substantial part of the activities of the Borrower has consisted of carrying on propaganda, or otherwise attempting, to influence legislation (except as otherwise permitted by Section 501(h) of the Code), and (iv) the Borrower has not participated or intervened (through the publishing or distribution of statements or otherwise) in any political campaign on behalf of or in opposition to any candidate for public office. The Borrower is not organized or operated exclusively for religious purposes.

(e) The Borrower has not collected, and does not expect to collect, Restricted Gifts, that exceed, in the aggregate, the difference between the anticipated aggregate cost of the renovation, construction, equipping and installation of the Project and the costs of issuance.

(f) No person other than the Borrower is expected to be a user of any portion of the Project, except as may be identified by the Borrower in the tax certificate executed in connection with the issuance of the Bond.

(g) The information contained in the certifications of the Borrower delivered at the time of the execution and delivery of this Agreement regarding compliance with the requirements of Section 145 of the Code, including the information in IRS Form 8038 filed by the Authority regarding the Bond, is true and correct in all respects.

ARTICLE III ISSUANCE OF BONDS

Section 3.1 Sale and Purchase of Bonds; Bondholder Certifications. (a) The Authority shall issue and sell the Bond to the Bondholder and secure the Bond by assigning the Note to the Bondholder, upon the terms and conditions set forth herein.

(b) The Bondholder represents that it is accepting the Bond for its own account for investment and has no present intention of reselling or disposing of the Bond or engaging in any "distribution" thereof (as that term is used in the Securities Act of 1933, as amended, and the regulations of the Securities and Exchange Commission thereunder). The Bondholder is a Qualified Buyer. The Bondholder has not offered, offered to sell, offered for sale or sold the Bond by means of any form of general solicitation or general advertising.

(c) (c) The Bondholder represents that it is familiar with the operations and financial condition of the Borrower based upon information furnished to the Bondholder by the Borrower and has made such inquiries as it deems appropriate in connection with the acceptance of the Bond. In determining to purchase the Bond, the Bondholder has not relied upon any information (including financial information) relating to the Borrower provided by the Authority or the City, nor has it relied upon the omission of the Authority or the City to provide any such information. The Bondholder relieves the Authority and the City of any liability for failure to provide such information. The Authority and the City have not, nor will they, endorse the creditworthiness of the Borrower or the ability of the Borrower to repay the Bond or the Note and that such purchase is at the Bondholder's sole risk with the Authority and the City having no knowledge nor interest in the likelihood of successful operation of the Project or repayment of the Bond or the Note.

(d) The Bondholder shall not assign or offer the Bond, or any participation therein, for sale in any state of the United States without first (a) either (i) taking all necessary action to qualify the Bond for offer and sale under the securities and "Blue Sky" laws of the United States and such state, or (ii) determining that no such action is necessary because of a registration exemption or exemptions, and (b) providing to the purchaser of the Bond, or any participant therein, all material information in the Bondholder's possession necessary to evaluate the risks and merits of the investment represented by the purchase of or participation in the Bond.

(e) It is specifically understood and agreed that the Authority makes no representation, covenant or agreement as to the financial position or business condition of the Borrower or its creditworthiness and does not represent or warrant as to any statements, materials, representations or certifications furnished by the Borrower in connection with the sale of the Bond, or as to the correctness, completeness or accuracy thereof.

(f) The Borrower represents that no Financing Instrument nor any information (financial or otherwise) furnished by or on behalf of the Borrower in connection with the negotiation or the sale of the Bond contains any untrue statement of a material fact or omits (when considered together with all information furnished) a material fact necessary to make the statements contained therein, in the light of the circumstances in which they were made, not misleading. There is no fact that the Borrower has not disclosed in writing to the Bondholder that

materially affects adversely or, so far as the Borrower can now foresee, based on facts known to it, will have a material adverse effect on the properties, business, prospects, profits or condition (financial or otherwise) of the Borrower or the ability of the Borrower to perform its obligations under the Financing Instruments.

(g) The Bondholder understands that the scope of engagement of McGuireWoods LLP as bond counsel regarding the Bond has been limited to matters set forth in its bond counsel opinion based on its review of such proceedings and documents as they deem necessary to approve the validity of the Bond and the excludability of the interest thereon for federal and state income tax purposes, and that McGuireWoods LLP has not made any assurances or opinion as to the accuracy or completeness of any information that may have been furnished to the Bondholder or relied upon by the Bondholder in acquiring the Bond.

Section 3.2 Conditions Precedent to Delivery of Bonds. The Bondholder shall be required to accept delivery of the Bond only upon delivery to it, in form and substance satisfactory to it, of the following:

(a) Executed copies of the Financing Instruments, with the Note having been assigned to the Bondholder.

(b) Evidence of the due authorization, execution and delivery of the Financing Instruments by the parties thereto, a current good standing certificate for the Borrower and copies of the Borrower's organizational documents.

(c) The written opinion of McGuireWoods LLP that the Bond has been validly issued by the Authority and, subject to customary exceptions, that interest thereon is excludable from gross income for federal income tax purposes and exempt from income taxation by the Commonwealth of Virginia.

(d) The written opinion of McGuireWoods LLP, as counsel for the Borrower, relating to the organization and existence of the Borrower, its status as a 501(c)(3) Organization, the power of the Borrower to enter into the Financing Instruments to which it is a party, the enforceability of such Financing Instruments and such other matters as the Bondholder may reasonably request.

(e) The written opinion of the Sands Anderson PC, as counsel to the Authority, relating to the organization of the Authority, the due approval, validity and enforceability of the Bond, and such other matters as the Bondholder may reasonably request.

(f) Payment of the Authority's counsel fee in an amount not to exceed \$_____.

(g) Evidence regarding the status of title to personal property owned by the Borrower, including information regarding liens or other encumbrances thereon, which evidence may be in the form of a UCC search conducted by a firm or attorney acceptable to the Bondholder, including but not limited to evidence satisfactory to the Bondholder that the Security Agreement constitutes a first priority lien upon all collateral described therein.

(h) Receipts evidencing the proper filing of any necessary financing statements as shall be necessary to perfect the security interests granted in Financing Instruments.

(i) All documentation and other information required by bank regulatory authorities or reasonably requested by the Bondholder or in respect of applicable "know your customer" and anti-money laundering legal requirements including the Patriot Act and a Beneficial Ownership Certification in relation to the Borrower.

(j) Such other documentation, certificates and opinions as may be reasonably required by the Bondholder.

Section 3.3 Loan by the Authority. Upon the terms and conditions of this Agreement, the Authority shall lend to the Borrower the proceeds of the Bond. Before or simultaneously with the issuance of the Bond, to evidence its obligations to repay such loan, the Borrower shall deliver the Note to the Authority for assignment to the Bondholder as security for the Payment of the Bond. The Authority hereby assigns the Note to the Bondholder and shall also execute the form of assignment affixed to the Note. The Borrower hereby consents to the assignment of the Note to the Bondholder by the Authority.

ARTICLE IV DISPOSITION OF PROCEEDS

Section 4.1 Disposition of Proceeds. On the Closing Date, the Authority hereby directs the Bondholder to disburse the proceeds of the Bond in accordance with the Bondholder Covenants Agreement. The Borrower shall use the proceeds of the Bond (and any investment earnings thereon) to pay or reimburse the Borrower for the Costs of the Project.

ARTICLE V PAYMENTS

Section 5.1 Amounts Payable. (a) The Borrower shall make all payments required under the Note and, for the account of the Authority, shall make all payments required under the Bond, as and when the same become due (whether at maturity, by acceleration or otherwise), in the manner set forth in the Bond and shall make all other Required Payments in the manner set forth in the applicable Financing Instruments. Payments to the Bondholder shall be made in lawful money of the United States of America at the address of the Bondholder set forth in Section 10.9 or at such other place as the Bondholder may direct in writing. Any amount at any time paid to the Bondholder as a payment of principal of or interest on the Bond shall be credited against the Borrower's obligations hereunder and under the Note (but subject to collection of any instrument, draft, check or order for payment received by the Bondholder).

(b) (b) The Borrower shall pay to the Authority when due and payable (i) its reasonable fees and expenses related to the issuance and carrying of the Bond and the financing of the Project, and as due from time to time under the Authority's rules and procedures, including without limitation, attorneys' fees and expenses and (ii) on the date of closing and thereafter on each anniversary date of the issuance of the Bond, an annual administrative fee equal to \$750.00 per \$1,000,000 of the amount of the Bond issued, subject to and in accordance with applicable law and the requirements of the Authority (provided, however, that such amounts, together with

any other amounts paid to the Authority, shall not equal or exceed an amount which would cause the "yield" on the Note, this Agreement or any other "acquired purpose obligation" to be "materially higher" than the "yield" on the Bond, as such terms are defined in the Code). The obligations of the Borrower under this subsection and subsection (c) shall survive Payment of the Bond.

(c) The Borrower shall pay (i) the reasonable fees and expenses of the Bondholder, bond counsel and counsel to the Bondholder and all other costs, fees and expenses incidental to the financing hereunder, the issuance of the Bond and the costs of producing the Financing Instruments, and (ii) all taxes of any kind whatsoever lawfully assessed, levied or imposed on the transactions contemplated by this Agreement.

Section 5.2 Payments. (a) The outstanding principal balance of the Bond shall bear interest at the interest rate set forth in the Bond, which rate shall be subject to adjustment from time to time as set forth in the Bond. Payments of principal and interest shall be due and payable as set forth in the Bond. The Bond shall be subject to mandatory prepayment and optional prepayment as provided herein and in the Bond. Upon an Event of Default the interest rate on the Bond shall immediately and automatically be changed to the Default Rate. If an Event of Taxability occurs, the interest rate on the Bond shall be changed to the Taxable Rate effective retroactively to the date on which such Event of Taxability occurred.

(b) If at any time after the date hereof there should be any change in the maximum marginal rate of federal income tax applicable to the taxable income of the Bondholder, its successors or assigns ("Bondholder Tax Rate"), then the Interest Rate on the Bond in effect hereunder from time to time as herein provided, shall be adjusted by the Bondholder (upward or downward, as the case may be), effective as of the effective date of any such change in the Bondholder Tax Rate, by multiplying the Interest Rate on the Bond by a fraction, the denominator of which is one hundred percent (100%) minus the Bondholder Tax Rate in effect upon the date hereof, and the numerator of which is one hundred percent (100%) minus the Bondholder Tax Rate after giving effect to such change.(c) The Borrower agrees (and agrees to execute any other agreements to confirm) that all payments due pursuant to the Bond, the Note and this Agreement shall be made by ACH Direct Debit from an account maintained by the Borrower with the Bondholder.

Section 5.3 Unconditional Obligations. The obligations of the Borrower to make Required Payments and to perform and observe all other covenants, conditions and agreements hereunder shall be general obligations of the Borrower and shall be absolute and unconditional, irrespective of any defense or any rights of setoff, recoupment or counterclaim the Borrower might otherwise have against the Authority or the Bondholder. Nothing in this section shall be construed as a waiver by the Borrower of any rights or claims it may have against the Authority or the Bondholder under this Agreement or otherwise, but any recovery upon such rights and claims shall be had from the Authority or the Bondholder separately. Subject to Section 10.1, the Borrower shall not suspend or discontinue any such payment hereunder or fail to observe and perform any of its other covenants, conditions and agreements under the Financing Instruments for any cause, including without limitation any acts or circumstances that may constitute failure of consideration, failure of title to any part or all of the Project, or commercial frustration of purpose, or any damage to or destruction of all or any part of the Project, or any change in the tax or other laws of the

United States of America, Commonwealth of Virginia or any political subdivision of either, or any failure of the Authority or the Bondholder to observe and perform any covenant, condition or agreement, whether express or implied, or any duty, liability or obligation contained in or arising out of or in connection with any Financing Instrument.

Section 5.4 Payments Assigned. The Borrower consents to the assignment of the Note and of certain rights of the Authority under this Agreement to the Bondholder and agrees to pay to the Bondholder all amounts payable by the Borrower under the Note and this Agreement, except for any amounts payable directly to the Authority under the provisions hereof.

Section 5.5 Optional Put. On the Optional Put Date, unless the Authority and the Borrower shall have received written notice from the Bondholder, not more than 240 days and not less than 180 days before the Optional Put Date, that the Bondholder has elected not to tender the Bond for purchase on the Optional Put Date, the Borrower shall pay or cause the payment from available funds the purchase price of the Bond, which shall be the aggregate unpaid principal amount thereof, without a premium, plus accrued and unpaid interest to such Optional Put Date, in accordance with Article IX hereof. Failure of the Borrower to provide for the payment in full of the Bond on such date shall constitute an Event of Default hereunder.

Section 5.6 Capital Adequacy and Cost of Carry. (a) If any change in or in the interpretation thereof by any court or administrative or Governmental Authority charged with the administration thereof (including, without limitation, the Bank for International Settlements, the Basel Committee on Banking Regulations and Supervisory Practices, or any successor or similar authority), shall either (a) impose, modify or deem applicable any reserve, special deposit or similar requirement against the Bond owned by the Bondholder or (b) impose on the Bondholder any other condition relating, directly or indirectly, to this Agreement, and the result of any event referred to in the preceding clause (a) or (b) shall be to increase the cost to the Bondholder of owning the Bond (including, without limitation, any such change that results in the Bond becoming subject to federal alternative minimum tax), then, upon demand by the Bondholder, the Borrower hereby agrees to pay to the Bondholder, from time to time as specified by the Bondholder, such additional amounts as shall be sufficient to compensate the Bondholder for such increased cost. A certificate of the Bondholder claiming compensation under this subsection and setting forth the additional amount or amounts to be paid to it hereunder shall be conclusive absent manifest error. In determining any such amount, the Bondholder may use any reasonable averaging and attribution methods. For the avoidance of doubt, all requests, rules, guidelines or directives (i) issued in connection with the Dodd–Frank Wall Street Reform and Consumer Protection Act, or (ii) promulgated by the Bondholder for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a change in law regardless of the date enacted, adopted, issued or implemented.

(b) If, after the date of this Agreement, the Bondholder shall have determined that the adoption or implementation of any applicable law, rule or regulation regarding capital adequacy, or any change therein, or any change in the interpretation or administration thereof by any Governmental Authority, central bank or comparable agency charged with the interpretation or administration thereof, or compliance by the Bondholder with any request or directive regarding capital adequacy (whether or not having the force of law) of any such authority, central bank or

comparable agency, has or would have the effect of reducing the rate of return on the Bondholder's capital, on the Bond or otherwise, as a consequence of its ownership of the Bond to a level below that which the Bondholder could have achieved but for such adoption, change or compliance (taking into consideration the Bondholder's policies with respect to capital adequacy) by an amount deemed by the Bondholder to be material, then from time to time, promptly upon demand by the Bondholder, the Borrower hereby agrees to pay the Bondholder such additional amount or amounts as will compensate the Bondholder for such reduction. A certificate of the Bondholder claiming compensation under this subsection and setting forth the additional amount or amounts to be paid to it hereunder shall be conclusive absent manifest error. In determining any such amount, the Bondholder may use any reasonable averaging and attribution methods. For the avoidance of doubt, this Section 5.6(b) shall apply to all requests, rules, guidelines or directives concerning capital adequacy (i) issued in connection with the Dodd-Frank Wall Street Reform and Consumer Protection Act or (ii) promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, regardless of the date enacted, adopted, issued or implemented.

(c) Notwithstanding anything in the foregoing subsections (a) or (b) to the contrary, the obligations of the Borrower to pay additional amounts or additional compensation under this Section 5.6 shall not commence until the Bondholder has given the Borrower at least 120 days written notice of the occurrence of any event described in such subsections (a) or (b) and a calculation of the additional amounts payable by the Borrower.

Section 5.7 Yield Maintenance Provisions.

(a) Immediately upon the occurrence of an Event of Taxability and for as long as the Bond remains outstanding, the interest rate on the Bond shall be converted to the Taxable Rate and this adjustment shall survive payment on the Bond until such time as the federal statute of limitations under which the interest on the Bond could be declared taxable under the Code shall have expired. In addition, upon an Event of Taxability, the Borrower shall, immediately upon demand, pay to the Bondholder (or prior holders if applicable) (i) an additional amount equal to the difference between (x) the amount of interest actually paid on the Bond during the Taxable Period and (y) the amount of interest that would have been paid on the Bond during the Taxable Period had the Bond borne interest at the Taxable Rate; plus (ii) an amount equal to any interest, penalties and additions to tax (as referred to in Subchapter A of Chapter 68 of the Code) owed by the Bondholder as a result of the occurrence of such Event of Taxability. Following the occurrence of an Event of Taxability, neither the Bondholder nor the Authority shall be obligated to contest or protest the determination that interest on the Bond is or was taxable, nor cooperate with the Borrower in pursuing any such contest or protest, but they may do so in their discretion if indemnified by the Borrower to their satisfaction.

(b) All adjustments of the interest rate on the Bond made pursuant the terms of the Bond, and all amounts payable under this Section 5.7 shall be binding on the Authority (but subject to Section 10.3 of this Agreement) and the Borrower absent manifest error.

(c) Subject to subsection (e), failure or delay on the part of the Bondholder to demand compensation under this Section 5.7 shall not constitute a waiver of the Bondholder's right to demand such compensation.

(d) The obligations of the Borrower upon the occurrence of an Event of Taxability as set forth in subsection (a) and the Bond shall survive payment of the Bond until such time as the federal statute of limitations under which the interest on the Bond could be declared taxable under the Code shall have expired.

(e) The Borrower shall not be required to compensate the Bondholder under this Section for any costs or losses incurred more than six months prior to the date that the Bondholder notifies the Borrower of the Event of Taxability giving rise to such costs or losses and of the Bondholder's intention to claim compensation under this Section; provided, however, that if the change giving rise to such increased costs or reductions is retroactive, or constitutes an Event of Taxability, then such six-month period shall be extended to include the period of such retroactive effect.

ARTICLE VI SPECIAL COVENANTS

Section 6.1 Maintenance and Modifications by Borrower. The Borrower shall, at its own expense, keep the Project in as reasonably safe condition as its operations shall permit and keep the Project in good repair and operating condition, ordinary wear and tear excepted, making from time to time all necessary repairs, renewals and replacements. The Borrower may, at its own expense, make any additions, modifications or improvements to the Project that it deems desirable.

Section 6.2 Taxes, Charges and Liens. The Borrower (a) shall pay, as the same become due, all taxes and governmental charges of any kind whatsoever lawfully assessed, levied or imposed on payments under this Agreement, the Project or any machinery, equipment or other property installed or brought by the Borrower thereon, and (b) shall pay as the same become due all utility and other charges incurred in the operation, maintenance, use and occupancy of the Project and all assessments and charges lawfully made by a governmental body for public improvements to the Project. The Borrower may, however, contest in good faith any such tax, assessment or charge after giving the Bondholder ten days' advance notice of such contest, in which event the Borrower may permit such tax, charge or assessment to remain unpaid, or such lien to remain unsatisfied and undischarged, during the period of such contest and any appeal therefrom.

Section 6.3 Insurance. The Borrower shall continuously maintain or cause to be maintained insurance against such risks as are customarily insured against by similarly situated organizations in Virginia, paying as the same become due all premiums in respect thereto.

Section 6.4 Cure by Authority or Bondholder. If the Borrower shall fail to make any payment or perform any act required of it hereunder, the Authority or the Bondholder, without prior notice to or demand upon the Borrower and without releasing any obligation or waiving any default, may (but shall be under no obligation to) make such payment or perform such act. All amounts so paid by the Authority or the Bondholder and all costs, fees and expenses so incurred,

including reasonable counsel fees, shall be immediately due and payable by the Borrower as an additional obligation under this Agreement, together with interest thereon at the Taxable Rate, to the extent permitted by law.

Section 6.5 Undertaking and Use of Project. The Borrower shall obtain all necessary permits and approvals for the operation and maintenance of the Project and shall comply with all lawful requirements of any governmental body regarding the use or condition of the Project, whether now existing or later enacted or foreseen or unforeseen or whether involving any change in governmental policy or requiring structural or other changes to the Project and irrespective of the cost of making the same. Upon request by the Bondholder, the Borrower shall furnish to the Bondholder evidence of the Borrower's compliance with the requirements of the preceding sentence. The Borrower shall use the Project for the purposes contemplated by the Authorizing Resolution until Payment of the Bond; provided that the Borrower may change the use of the Project, or cause such use to be changed, if the Borrower shall have first delivered to the Bondholder an opinion of Bond Counsel that such change in use will not adversely affect the exclusion of interest on the Bond from gross income for federal income tax purposes.

Section 6.6 Indemnification. (a) The Borrower shall (i) protect, indemnify and save harmless the Authority and the Bondholder and any person who "controls" (within the meaning of Section 15 of the Securities Act of 1933, as amended, or Section 20(a) of the Securities Exchange Act of 1934, as amended) the Bondholder (collectively, the "Indemnified Parties") from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including, without limitation, attorneys' fees and expenses and settlement amounts) imposed upon or incurred by or asserted against any Indemnified Party on account of or related to (A) any failure of the Borrower to comply with any of the terms, warranties, covenants or representations in the Financing Instruments, or (B) any loss or damage to property or any injury to or death of any person that may be occasioned by any cause whatsoever pertaining to the Project or the use thereof; and (ii) at all times protect, indemnify and save harmless the Indemnified Parties from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including without limitation, attorneys' fees and expenses and settlement amounts) imposed upon or incurred by or asserted against the Indemnified Parties on account of or related to (A) the initial sale, issuance or offering for sale of the Bond or (B) any action related to the acts, representations, covenants, obligations or other matters contemplated by, required by or related to the Financing Instruments; provided that such indemnity shall be effective only to the extent of any loss that may be sustained by an Indemnified Party in excess of the proceeds received by it from any insurance carried for such loss and provided further that benefits of this section shall not inure to any person other than the Indemnified Parties. Nothing contained herein shall require the Borrower to indemnify the Authority for any claim or liability resulting from its gross negligence or its willful, wrongful acts or any other Indemnified Party for any claim or liability resulting from its or his gross negligence or willful, wrongful acts.

(b) The Borrower shall also indemnify and hold harmless the Indemnified Parties against any and all losses, claims, damages or liabilities caused by any untrue statement or alleged untrue statement of a material fact contained in information submitted by the Borrower to the Authority or to the Bondholder regarding the initial issuance and purchase of the Bond or caused by any omission or alleged omission of any material fact necessary to be stated therein in order to make such statements to the Authority and the Bondholder not misleading or incomplete.

(c) If any action is brought against any Indemnified Party in respect of which indemnity may be sought from the Borrower under subsection (a) or (b) above, such Indemnified Party shall promptly notify the Borrower in writing, and the Borrower shall assume the defense thereof, including the employment of counsel, the payment of all expenses and the right to negotiate and consent to settlement. Each Indemnified Party has the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel will be at the expense of such Indemnified Party unless the employment of such counsel has been specifically authorized by the Borrower. The Borrower will not be liable for any settlement of any such action made without its consent, but if such action is settled with the consent of the Borrower or if there be a final judgment for the plaintiff in such action, the Borrower shall indemnify and hold harmless the Indemnified Parties from and against any loss or liability by reason of such settlement or judgment.

(d) The obligations of the Borrower under this section shall survive Payment of the Bond. All references in this section to any Indemnified Party shall include its members, directors, officers, employees and agents.

Section 6.7 References to Bonds Ineffective after Bonds Paid. Upon Payment of the Bond, all references in this Agreement to the Bond shall be ineffective, and the Authority and the Bondholder shall thereafter have no rights hereunder, except as explicitly provided herein.

Section 6.8 Financial Records and Statements. The Borrower shall maintain proper books of record and account, in which full and correct entries shall be made, in accordance with generally accepted accounting principles applied on a consistent basis from year to year.

Section 6.9 Proof of Payment of Taxes and Other Charges. The Borrower shall upon request furnish the Authority or the Bondholder proof of payment of any taxes, governmental charges, utility charges, insurance premiums or other charges required to be paid by the Borrower under this Agreement.

Section 6.10 Inspection and Right of Access. The Bondholder, the Authority and their duly authorized agents shall have the right at all reasonable times and upon reasonable notice to enter upon and inspect any part of the Project and to examine, inspect and make copies of the books, records and accounts of the Borrower insofar as such books, records and accounts relate to the Project and the Bond.

Section 6.11 Maintenance of Existence. The Borrower shall maintain its corporate existence and its qualification to do business in Virginia.

ARTICLE VII DAMAGE, DESTRUCTION, CONDEMNATION AND LOSS OF TITLE

Section 7.1 Parties to Give Notice. In case of any material damage to or destruction of any part of the Project, the Borrower shall give prompt notice thereof to the Authority and the Bondholder. In case of a taking of any part of the Project or any right therein under the exercise of the power of eminent domain or any loss thereof because of failure of title thereto or the commencement of any proceedings or negotiations which might result in such a taking or loss, the Borrower shall give prompt notice to the Authority and the Bondholder. Each such notice shall

describe generally the nature and extent of such damage, destruction, taking, loss, proceedings or negotiations.

ARTICLE VIII EVENTS OF DEFAULT AND REMEDIES

Section 8.1 **Event of Default.** Each of the following shall be an Event of Default:

(a) Failure of the Borrower to make any payment of principal of or interest on the Note when due or the failure of the Borrower to honor its obligation to purchase the Bond as provided in Sections 5.5 or 5.7 and the continuation of such failure for ten calendar days after written or oral notice of such failure.

(b) Failure of the Borrower to observe or perform any of its other covenants, conditions or agreements hereunder for a period of 30 days after notice (unless the Borrower and the Bondholder shall agree in writing to an extension of such time before its expiration) specifying such failure and requesting that it be remedied, given by the Bondholder to the Borrower, or in the case of any such default that can be cured but cannot with due diligence be cured within such 30-day period, failure of the Borrower to proceed promptly to cure the same and thereafter prosecute the curing of the same with due diligence.

(c) (i) Failure of the Borrower to pay generally its debts as they become due subject to the provisions of Section 6.4, (ii) commencement by the Borrower of a voluntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, (iii) consent by the Borrower to the appointment of a receiver, liquidator, assignee, trustee, custodian, sequestrator or other similar official for the Borrower or any substantial part of the property of the Borrower, or to the taking possession by any such official of any substantial part of the property of the Borrower, or (iv) making by the Borrower of any assignment for the benefit of creditors generally.

(d) The entry of any decree or order for (i) relief by a court having jurisdiction over the Borrower or the property of the Borrower in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or (ii) appointment of a receiver, liquidator, assignee, trustee, custodian, sequestrator or similar official for the Borrower or any substantial part of the property of the Borrower.

(e) Failure of the Borrower within 90 days after the commencement of any proceeding against the Borrower under the federal bankruptcy laws or any other applicable federal or state bankruptcy, insolvency or similar law, to have such proceedings dismissed or stayed.

(f) Reasonable notice by the Bondholder that any warranty, representation or other statement by or on behalf of the Borrower or the Authority contained in the Agreement or any financial statement or other information furnished in connection with the issuance or sale of the Bond was false or misleading in any material respect at the time it was made or delivered.

(g) The occurrence of an Event of Default under the Bondholder Covenants Agreement or any other Financing Instrument.

Section 8.2 Remedies on Default. Upon the occurrence and continuation of an Event of Default, the Bondholder may exercise any of the following remedies:

(a) Declare all payments hereunder and under the Bond and the Note to be immediately due and payable, whereupon the same shall become immediately due and payable; provided that all such payments shall automatically be immediately due and payable, without the necessity of any action by the Bondholder, upon the occurrence of an Event of Default described in subsection (c), (d) or (e) of Section 8.1.

(b) Take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or under the Bond or the Note or to enforce observance or performance of any covenant, condition or agreement of the Borrower under the Financing Instruments.

The Bondholder shall give notice to the Borrower of the exercise by the Bondholder of any of the rights or remedies under this section (i) in writing in the manner provided in Section 10.9 and (ii) by telephone or telegram, provided that failure to give such notice by telephone or telegram shall not affect the validity of the exercise of any right or remedy under this section.

Any balance of the moneys collected under action taken under this section remaining after payment of all costs and expenses of collection and amounts due hereunder shall be paid to the Bondholder and applied toward the making of Required Payments then due and payable, provided that after Payment of the Bond and payment of all other sums required by applicable law any such balance shall be paid to the Borrower.

Section 8.3 No Remedy Exclusive. No remedy herein conferred upon or reserved to the Bondholder is intended to be exclusive of any other remedy, and every remedy shall be cumulative and in addition to every other remedy herein or now or hereafter existing at law, in equity or by statute. No delay or failure to exercise any right or power accruing upon an Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, and any such right or power may be exercised from time to time and as often as may be deemed expedient.

Section 8.4 Counsel Fees and Other Expenses. The Borrower shall on demand pay to the Authority and the Bondholder the reasonable counsel fees and other reasonable expenses incurred by either of them in the collection of payments hereunder or the enforcement of any other obligation of the Borrower upon an Event of Default. Further, the Borrower's obligation to pay the expenses of the Authority, the Bondholder, or any other expenses because of the occurrence of an Event of Default shall survive Payment of the Bond.

Section 8.5 No Additional Waiver Implied by One Waiver. If any party or its assignee waives a default by any other party under any covenant, condition or agreement herein, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

ARTICLE IX PREPAYMENT

Section 9.1 Option to Prepay. The Bond may be prepaid at the option of the Authority (at the direction of the Borrower) according to its terms. Whenever the Borrower shall direct the Authority to make a prepayment of the Bond, the Borrower shall prepay its obligations under this Agreement and the Note by making such prepayment of the Bond for the account of the Authority. Such prepayment of the Bond shall be deemed prepayment of the Borrower's obligations hereunder and under the Note in the same amount. Prepayment of the Bond in full shall discharge the Borrower from its obligations under this Agreement and the Note (other than obligations which survive Payment of the Bond), but only if such prepayment shall constitute Payment of the Bond.

Section 9.2 Mandatory Prepayment. If at any time the Bond is required to be prepaid in whole or in part at the option of the Bondholder or under this Agreement, the Borrower shall prepay the Bond and the Note, and its obligations hereunder, in the same manner as though it had elected to make such prepayment under Section 9.1. If Bond Counsel shall determine that the face amount of the Bond is such that the Bond may be deemed to be an "arbitrage bond" within the meaning of Section 148 of the Code, the Borrower shall prepay the Bond and the Note in such amount as Bond Counsel shall deem necessary to avoid the Bond being deemed to be an "arbitrage bond." Such prepayment shall be made immediately following the issuance of the Bond and shall be made in the same manner as though the Borrower had elected to make such prepayment under Section 9.1. Any prepayment provided for in this section shall not be subject to the requirements that prepayments be made in multiples of \$5,000 and that advance notice be given.

ARTICLE X MISCELLANEOUS

Section 10.1 Term of Agreement. This Agreement shall be effective upon execution and delivery hereof. Subject to earlier satisfaction upon prepayment of all of the Borrower's obligations hereunder under Article IX and the making in full of all other Required Payments due and payable at the date of such prepayment and subject to any provisions hereof which survive Payment of the Bond, the Borrower's obligations hereunder shall expire on the date provided in the Bond for the final payment of principal thereon, or if all Required Payments have not been made on such date, when all Required Payments shall have been made.

Section 10.2 Successors and Assigns. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns. No assignment by the Borrower shall relieve the Borrower of its obligations hereunder. The Bondholder may, from time to time, sell or offer to sell the Bond or interests therein to one or more assignees or participants, and is hereby authorized to disseminate any information it has pertaining to the Bond, including, without limitation, credit information on the Borrower, to any such assignee or participant or prospective assignee or prospective participant, and to the extent, if any, specified in any such assignment or participation, such assignee(s) or participant(s) shall have the same rights and benefits regarding this Agreement and the Bond as such person(s) would have if such person(s) were the Bondholder hereunder. The Bondholder shall provide prior written notice to the Borrower of any assignment or participation. The Bondholder shall not sell, transfer, assign

or participate any interest in this Agreement or the Bond to any person other than a Qualified Buyer.

Section 10.3 Limitation of Authority's Liability. No covenant, agreement or obligation contained in any Financing Instrument shall be deemed to be a covenant, agreement or obligation of any present or future director, officer, employee or agent of the Authority in his individual capacity, and neither the directors of the Authority nor any officer thereof executing any Financing Instrument shall be liable personally on such Financing Instrument or be subject to any personal liability or accountability by reason of the issuance thereof. No director, officer, employee, agent or attorney of the Authority shall incur any personal liability for any other action taken by him under the Financing Instruments or the Act or any of the transactions contemplated thereby.

The obligations of the Authority under the Financing Instruments to which it is a party are not general obligations of the Authority but are limited obligations payable solely from the revenues and receipts derived from the repayment of the loan of the proceeds of the Bond made to the Borrower under this Agreement, which revenues and receipts have been pledged and assigned to such purposes. Neither the Commonwealth of Virginia nor any political subdivision thereof, including the Authority and the City of Charlottesville, shall be obligated to pay the obligations under the Financing Instruments to which the Authority is a party or other costs incident thereto except from the revenues and receipts pledged therefor, and neither the faith and credit nor the taxing power of the Commonwealth of Virginia or any political subdivision thereof, including the Authority and the City of Charlottesville, is pledged to the payment of such obligations.

Section 10.4 If Payment or Performance Date is Not a Business Day. If the specified or last date for the making of any payment, the performance of any act or the exercising of any right, as provided in this Agreement is not a Business Day, such payment may be made or act performed or right exercised on the next succeeding Business Day; provided that interest shall accrue during any such period during which payment shall not occur.

Section 10.5 Registration of the Bonds. The Bond shall be issued in registered form without coupons, payable to the registered owner or registered assigns. The Authority shall keep books for the registration of transfer of the Bond as the bond registrar. The transfer of the Bond may be registered only upon an assignment executed by the registered owner in such form as shall be satisfactory to the Borrower and the Authority, such registration to be made on the registration books and endorsed on the Bond by the Bondholder. The person in whose name the Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal and purchase price of and interest on the Bond shall be made only to or upon the order of the registered owner thereof or his legal representative.

Section 10.6 Severability. If any provision of this Agreement shall be held invalid by any court of competent jurisdiction, such holding shall not invalidate any other provision hereof.

Section 10.7 Applicable Law; Entire Understanding. This Agreement shall be governed by the applicable laws of the Commonwealth of Virginia. The Financing Instruments express the entire understanding and all agreements between the parties and may not be modified except in a writing signed by the parties. No Financing Instrument may be modified before

Payment of the Bond without the consent of the Bondholder and the Borrower. The Bondholder and the Borrower may, without the consent of the Authority, amend any of the provisions of Article VI, other than those contained in Sections 6.4, 6.5, 6.6, 6.8, 6.9 and 6.10.

Section 10.8 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, and all of which together shall constitute but one and the same instrument.

Section 10.9 Notices. Except as may otherwise be provided herein, all demands, notices, approvals, consents, requests and other communications hereunder and under the other Financing Instruments shall be in writing and shall be delivered or given by first class mail, postage prepaid, or overnight courier addressed as follows:

(a) If to the Borrower, at:

Alumni Association of the University of Virginia
211 Emmet St S.
PO BOX 400314
Charlottesville, Virginia 22903
Attention: Chief Financial Officer

(b) If to the Authority, at:

Economic Development Authority of
the City of Charlottesville, Virginia
610 East Market Street, Room B230
Charlottesville, Virginia 22902
Attention: Chris Engel, Director

(c) If to the Bondholder, at:

919 East Main Street, 7th Floor
Richmond, Virginia 23219
Attention: Warren Van der Waag

The Borrower, the Authority and the Bondholder may, by notice given hereunder, designate any further or different addresses to which subsequent demands, notices, approvals, consents, requests and other communications shall be sent or persons to whose attention the same shall be directed.

Section 10.10 Other Agreements. To the extent that the execution and delivery of any Financing Instrument by the Borrower, or the performance of its obligations thereunder, would constitute a violation of or default under any other agreement to which the Bondholder and the Borrower are parties, such other agreement is hereby amended to permit such execution and delivery or such performance, as the case may be, and any default under such agreement resulting from such execution and delivery or such performance is hereby waived.

Section 10.11 Commercial Loan. The Bondholder has purchased the Bond for its own account as evidence of a commercial loan made in the ordinary course of its business and with no present intention of distributing or reselling the Bond or any part thereof, and further it is the Bondholder's present intention to hold the Bond to the stated tender date, or earlier redemption, but subject, nevertheless, to the disposition of the Bond being at all times within the control of the undersigned and that the Bond will not be sold in contravention of the Securities Exchange Act of 1934 or the Securities Act of 1933, as amended, as amended, or in contravention of the securities laws of any state

Section 10.12 No Bond Rating; DTC; Offering Document; CUSIP. The Bond shall not be (i) assigned a specific rating by any rating agency, (ii) registered with The Depository Trust Company or any other securities depository, (iii) issued pursuant to any type of official statement, private placement memorandum or other offering document, (iv) assigned a CUSIP number by Standard & Poor's CUSIP Service or (v) placed or offered by a broker-dealer in the capacity of an underwriter or a placement agent.

Section 10.13 No Advisory or Fiduciary Relationship. In connection with all aspects of each transaction contemplated hereunder (including in connection with any amendment, waiver or other modification hereof or of any other Financing Instruments), the Borrower and the Authority each acknowledge and agree, that: (a)(i) each of the Borrower and the Authority has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, (ii) the Borrower and the Authority are capable of evaluating, and understand and accept, the terms, risks and conditions of the transactions contemplated hereby and by the other Financing Instruments, (iii) the Bondholder is not acting as a municipal advisor or financial advisor to the Borrower or the Authority and (iv) the Bondholder has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act to the Borrower or the Authority with respect to the transactions contemplated hereby and the discussions, undertaking and procedures leading thereto (irrespective of whether the Bondholder has provided other services or is currently providing other services to the Borrower or the Authority on other matters); (b)(i) the Bondholder is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary, for the Borrower or the Authority, or any other Person and (ii) the Bondholder has no obligation to the Borrower or the Authority, with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other Financing Instruments; and (c) the Bondholder may be engaged in a broad range of transactions that involve interests that differ from those of the Borrower and the Authority, and the Bondholder has no obligation to disclose any of such interests to the Borrower or the Authority. To the fullest extent permitted by law, the Borrower and Authority hereby waive and release any claims that either may have against the Bondholder with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transactions contemplated hereby. If the Borrower or the Authority would like a municipal advisor in this transaction that has legal fiduciary duties to the Borrower or the Authority, the Borrower or the Authority is free to engage a municipal advisor to serve in that capacity. The Financing Instruments are entered into pursuant to and in reliance upon the bank exemption and/or the institutional buyer exemption provided under the municipal advisor rules of the Securities and Exchange Commission, Rule 15Ba1-1 et seq., to the extent that such rules apply to the transactions contemplated hereunder.

[Signature Page Follows]

IN WITNESS WHEREOF, the Authority, the Bondholder and the Borrower have caused this Agreement to be executed in their respective names, all as of the date first above written.

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

By: _____
Name: J. Addison Barnhardt
Title: Chair

TRUIST COMMERCIAL EQUITY, INC., as
Bondholder

By: _____
Name: Warren Van der Waag
Title: Authorized Agent

**ALUMNI ASSOCIATION OF THE
UNIVERSITY OF VIRGINIA**

By: _____

Name: Garrette Ashley

Title: Chief Financial Officer

FORM OF SERIES 2025A BOND

RA-1

\$ _____

Dated: July _____, 2025

UNITED STATES OF AMERICA

COMMONWEALTH OF VIRGINIA

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

**Revenue Bond
(Alumni Association of the University of Virginia),
Series 2025A**

The Economic Development Authority of the City of Charlottesville, Virginia, a political subdivision of the Commonwealth of Virginia (the "Authority"), for value received, hereby promises to pay, solely from the source and as hereinafter provided, together with interest on the outstanding and unpaid principal amount as set forth below, to the order of Truist Commercial Equity, Inc. (together with any successor registered holder of this Bond, the "Bondholder"), at its designated office in Charlotte, North Carolina, or at such other place as the holder of this Bond may in writing designate, in lawful money of the United States of America, an aggregate principal amount not to exceed \$ _____, and in like manner to pay interest on the outstanding principal amount, all as provided in this Bond. The Bond shall mature on _____ 1, 20____, subject to prior redemption or purchase[, and the principal amount of this Bond shall be payable in monthly installments on the respective due dates and in the respective amounts as set forth in Schedule A hereto.]¹

Capitalized terms used in this Bond and not defined herein have the meanings assigned to them in the Agreement, as hereinafter defined.

Interest will accrue on the outstanding principal amount of on this Bond at the Applicable Rate as defined below and shall be calculated on the premise that there are 360 days in each year and 30 days in each month.

Accrued interest on this Bond shall be paid monthly, in arrears, commencing on August 1, 2025, and shall continue on the first day of each month until the entire unpaid principal balance of this Bond is paid. [At maturity, the entire unpaid principal amount of this Bond, and all accrued interest thereon, shall be due and payable, if not sooner paid hereunder.]²

¹ For Series 2025B Bond with monthly principal payments.

² For Series 2025A Bond with principal due at maturity.

If any payment hereunder shall be due on a date which is not a Business Day (as defined in the Agreement), such payment shall be made on the next succeeding Business Day.

Yield Protection Provisions

Event of Taxability Adjustment. Except as otherwise provided herein, upon the occurrence of an Event of Taxability and for as long as this Bond remains outstanding, the Interest Rate on this Bond shall be converted to the Taxable Rate and this adjustment shall survive payment on this Bond until such time as the federal statute of limitation under which the interest on this Bond could be declared taxable under the Code shall have expired. In addition, upon an Event of Taxability, the Borrower shall, immediately upon demand, pay to the Bondholder and any prior holder, if applicable (i) an additional amount equal to the difference between (A) the amount of interest actually paid on this Bond during the Taxable Period and (B) the amount of interest that would have been paid during the Taxable Period had the Bond borne interest at the Taxable Rate, and (ii) an amount equal to any interest, penalties and additions to tax (as referred to in Subchapter A of Chapter 68 of the Code) owed by the Bondholder and any prior holder if applicable, as a result of the Event of Taxability, including but not limited to any costs associated with the amendment of any Federal or state tax returns or bank regulatory filings by the Bondholder and Truist Bank, or any successor financial institution that is an affiliate of the Bondholder.

Option to Prepay

Prepayment Rights and Obligations. Upon two Business Days' prior written notice to the Bondholder, the Authority at the direction of the Borrower may prepay amounts owing under this Bond, in whole or in part, at any time and from time to time, at a price equal to the principal amount being prepaid plus interest accrued to the date of prepayment plus the Prepayment Fee. Each prepayment notice shall specify the amount of the prepayment to be made. Any partial prepayment shall be applied to installments of principal in the inverse order of maturity and shall not postpone the due dates of, or relieve the amounts of, any scheduled installment payments due hereunder. Any amounts repaid hereunder shall not be re-borrowed.

Should the Prepayment Fee have no value or a negative value, the Borrower may prepay with no additional fee or redemption premium.

The Bondholder shall provide the Borrower with a written statement explaining the calculation of the Prepayment Fee, which statement shall, in absence of manifest error, be conclusive and binding. The application of the Prepayment Fee is not intended to, and shall not be deemed to be, an increase in the Interest Rate. The amount of any prepayment shall be applied to the outstanding principal payments as directed by the Borrower.

Definitions

"Applicable Rate" means, prior to the occurrence of an Event of Default, the Interest Rate, subject to adjustment for a change in the Bondholder Tax Rate, as provided in Section 5.2(b) of the Agreement and after an Event of Taxability means the Taxable Rate. Notwithstanding the foregoing, however, after and during the continuance of an Event of Default, "Interest Rate" means the Default Rate.

"Default Rate" means the interest rate on this Bond plus 400 basis points (4.0%) per annum.

"Interest Rate" means a rate of interest equal to _____% per annum.

"Interest Rate" means _____.

[Reserved for Applicable Index Definitions]

"Prepayment Fee" means an amount equal to the present value of the difference between (1) the amount that would have been realized by the Bondholder on the prepaid amount for the remaining term of the Bond at the rate for fixed-rate payers in U.S. Dollar interest rate swaps as quoted by Bloomberg (the "Swap Rate") for a term corresponding to the term of the Bond, interpolated to the nearest month, if necessary, that was in effect three Business Days prior to the Closing Date and (2) the amount that would be realized by the Bondholder by reinvesting such prepaid funds for the remaining term of the Bond at the Swap Rate for fixed-rate payers in U.S. Dollar interest rate swaps, interpolated to the nearest month, that was in effect three Business Days prior to the loan repayment date; both discounted at the same interest rate utilized in determining the applicable amount in (2). Should the present value have no value or a negative value, the Borrower may repay with no additional fee. Should Bloomberg no longer release rates for fixed-rate payers in U.S. Dollar interest rate swaps, the Bondholder may substitute the Bloomberg index for rates for fixed-payers in U.S. Dollar interest rate swaps with another similar index as determined by the Bondholder.³

"Taxable Period" means the period of time between (a) the date that interest on the Bond is deemed to be includable in the gross income of the owner thereof for Federal income tax purposes as a result of an Event of Taxability, and (b) the date of the Event of Taxability and after which the Bond bears interest at the Taxable Rate.

"Taxable Rate" means the rate of interest per annum equal to _____%.

The Borrower promises to pay on demand from the Bondholder a "late charge" as liquidated damages equal to five percent (5%) of any payment hereunder under the corresponding Note or in accordance with the Agreement which is received more than five (5) Business Days after the date such payment is due.

The Series 2025A Bond and the interest hereon are limited obligations of the Authority payable solely from the revenues and moneys derived by the Authority from the repayment of the loan by the Authority to the Borrower of the proceeds from the sale of the Series 2025A Bond under the Agreement (as defined below), which revenues and moneys have been pledged and assigned to secure payment hereof. THIS BOND AND THE INTEREST HEREON SHALL NOT BE DEEMED TO CONSTITUTE A DEBT OF THE COMMONWEALTH OF VIRGINIA OR ANY POLITICAL SUBDIVISION THEREOF, INCLUDING THE AUTHORITY AND THE CITY OF CHARLOTTESVILLE. NEITHER THE COMMONWEALTH OF VIRGINIA NOR ANY POLITICAL SUBDIVISION THEREOF, INCLUDING THE AUTHORITY AND THE CITY OF CHARLOTTESVILLE, SHALL BE OBLIGATED TO PAY THE PRINCIPAL OF OR

³ Applicable to the fixed rate bond.

INTEREST ON THIS BOND OR OTHER COSTS INCIDENT THERETO EXCEPT FROM THE REVENUES AND MONEYS PLEDGED THEREFOR, AND NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE COMMONWEALTH OF VIRGINIA OR ANY POLITICAL SUBDIVISION THEREOF, INCLUDING THE AUTHORITY AND THE CITY OF CHARLOTTESVILLE, IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THIS BOND OR OTHER COSTS INCIDENT THERETO. No covenant, condition or agreement contained herein shall be deemed to be a covenant, agreement or obligation of any present or future director, officer, employee or agent of the Authority in his individual capacity, and neither directors of the Authority nor any officer thereof executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance hereof.

This Bond is authorized and issued pursuant to the Industrial Development and Revenue Bond Act, Chapter 49, Title 15.2 of the Code of Virginia of 1950, as amended and in effect from time to time for the purpose of financing and refinancing all or a portion of the costs associated with (i) the razing of the existing Alumni Hall building on University of Virginia grounds and the construction of the new Alumni Hall building in its place (the "Project") owned and operated by the Alumni Association of the University of Virginia (the "Borrower") and (ii) the costs of issuance, under a Bond Purchase and Loan Agreement dated as of August 1, 2025 (as altered, amended, modified, or supplemented, from time to time, the "Agreement"), between the Authority, the Borrower and the Bondholder. Reference is hereby made to the Agreement for a description of the provisions, among others, with respect to the nature and extent of the security for this Bond, additional amounts payable thereunder the rights, duties and obligations of the Authority and the rights of the holder of this Bond with respect thereto.

On _____ 1, 20____, this Bond is subject to optional tender for purchase, by the holder hereof, on not less than 180 days' notice to the Borrower and the Authority, as and to the extent provided in the Agreement.

Upon default in the payment when due of any installment of principal of or interest (including supplemental interest) on this Bond and the continuation of such default, or upon the occurrence and continuation of an Event of Default under the Agreement, the holder of this Bond may at its option declare the entire principal balance and all accrued interest hereon to be due and payable immediately.

Ownership of this Bond may be transferred only by surrender hereof to the Authority and the issuance of this Bond or a replacement therefore to the transferee by the Authority. The Authority shall not be required to effect any such transfer unless properly indemnified for its expenses related to such transfer (including reasonable attorneys' fees) by the prospective transferee.

All acts, conditions and things required to happen, exist or to be performed precedent to and in the issuance of this Bond have happened, exist and have been performed.

[Signature Page Follows]

IN WITNESS WHEREOF, the Authority has caused this Bond to be signed by its Chair and its seal to be affixed hereon and attested by its Secretary as of the day and year above first written.

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

By: _____
Name: J. Addison Barnhardt
Title: Chair

(SEAL)

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, endorses without recourse and transfers unto _____

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

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF TRANSFEREE

_____ the within Bond and all rights hereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration hereof, with full power of substitution in the premises.

Dated: _____

By: _____

NOTICE: the signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

IN THE PRESENCE OF:

NOTICE: Signatures must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Paying Agent, which requirements include membership or participation in the Security Transfer Agent Medallion Program ("STAMP") or such other "signature guarantee program" as may be determined by the Paying Agent in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

Please affix signature guarantee ink stamp below with appropriate signature, title of officer and date.

SCHEDULE A

ANNUAL AMORTIZATION SCHEDULE

Principal Payment Date (_____ 1)	Principal Payment Amount

FORM OF SERIES 2025A PROMISSORY NOTE

ALUMNI ASSOCIATION OF THE UNIVERSITY OF VIRGINIA

\$ _____

July _____, 2025

The Alumni Association of the University of Virginia (the "Borrower"), for value received, hereby promises to pay the Economic Development Authority of the City of Charlottesville, Virginia (the "Authority"), or assigns, at the office of Truist Commercial Equity, Inc. (formerly known as STI Institutional & Government, Inc.) (together with its successors, the "Bondholder") in Charlotte, North Carolina, or at such other place as the holder of the Series 2025A Note may direct in writing, in lawful money of the United States of America, the principal sum not to exceed \$ _____, together with interest hereon from the date hereof until payment hereof.

Payments of principal hereof and interest hereon and the rate or rates of interest hereon shall be identical to payments and rates for the Authority's Revenue Bond (Alumni Association of the University of Virginia), Series 2025A, in a principal amount equal to the principal amount hereof (the "Series 2025A Bond"), dated the date hereof. The Series 2025A Bond is issued under a Bond Purchase and Loan Agreement dated as of August 1, 2025 (as the same may be altered, amended, modified, or supplemented from time to time, the "Agreement") between the Authority, the Borrower and the Bondholder.

Payments of principal hereof shall be payable at the same time as payments of principal of the Series 2025A Bond are due to be paid to the holder of the Series 2025A Bond and shall be identical in amount to such payments of principal of the Series 2025A Bond due to be so paid. Payments of interest hereon shall be payable at the same time as payments of interest on the Series 2025A Bond are due to be paid to the holder of the Series 2025A Bond and shall be identical in amount to such payments of interest on the Series 2025A Bond due to be so paid.

It is understood that the Authority, by execution of the assignment form at the foot of the Series 2025A Note, is assigning the Series 2025A Note to the Bondholder as security for the Series 2025A Bond. Payments for the principal of and interest on the Series 2025A Note shall be made directly to the holder of the Series 2025A Bond for the account of the Authority under the assignment hereof, to be applied only to the payment of the principal of and interest on the Series 2025A Bond.

The Borrower may prepay the Series 2025A Note in whole or in part upon the terms and conditions and in the manner provided in the Agreement and the Series 2025A Bond, if it shall have directed the Authority to exercise its option to effect a corresponding prepayment of the Series 2025A Bond, *provided however*, that the Series 2025A Note shall not be deemed to be paid in full until the Series 2025A Bond has been paid in full.

In addition to the payments of principal and interest specified above, the Borrower shall also pay such additional amounts, if any, which, together with any other moneys available therefore, may be necessary to provide for payment when due of principal of (whether at maturity, by acceleration or prepayment or otherwise) and premium, if any, and interest on the Series 2025A Bond and all other amounts due and payable under the Agreement.

The Series 2025A Note is issued under the Agreement to evidence a part of the Borrower's payment obligation in Section 5.1(a) thereof and is entitled to the benefits and subject to the conditions of the Agreement, including the provisions of Section 5.3 thereof that the Borrower's obligations thereunder and hereunder shall be unconditional. All of the terms, conditions and provisions of the Agreement are, by this reference thereto, incorporated herein as a part of the Series 2025A Note.

In case of an Event of Default (as defined in the Agreement) shall occur and be continuing, the principal of and interest on the Series 2025A Note may be declared immediately due and payable as provided in the Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Borrower has caused this Series 2025A Note to be executed in its name as of the day and year above first written.

**ALUMNI ASSOCIATION OF THE
UNIVERSITY OF VIRGINIA**

By: _____
Name: Garrette Ashley
Title: Chief Financial Officer

ASSIGNMENT

The Economic Development Authority of the City of Charlottesville, Virginia (the "Authority") hereby irrevocably assigns the foregoing Note to Truist Commercial Equity, Inc. (formerly known as STI Institutional & Government, Inc.) (the "Bondholder") and hereby directs the Alumni Association of the University of Virginia, as the maker of such Note, to make all payments for principal of and interest thereon and all other payments required thereby directly to the Bondholder at such place as the Bondholder may direct in writing. Such assignment is made without recourse in accordance with the provisions of the Agreement (as defined in the foregoing Promissory Note) and is made as security for the payment of the Authority's Revenue Bond (Alumni Association of the University of Virginia), Series 2025A, dated the date of the foregoing Note in a principal amount equal to the principal amount of such Note.

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

By: _____
Name: J. Addison Barnhardt
Title: Chair

Charlottesville Affordable Bridge Loan (CABL) Fund

Overview

The Charlottesville Economic Development Authority (CEDA) promotes economic development in the City of Charlottesville as a means of increasing the tax base and creating employment opportunities for City residents. CEDA recognizes that attainable housing options and economic mobility and opportunity are inextricably linked in Charlottesville. The City's Economic Development Strategic Plan (2024-2028), Strategy 3.8 calls for continued support of the priorities of the Charlottesville Comprehensive Plan and the Affordable Housing Plan.

Objective

CEDA wishes to deploy a portion its available working cash in the form of short-term loans or limited term lines of credit to not for-profit housing organizations that are active in preserving and/or creating affordable housing for low-to-moderate income individuals or families within the City.

In general, the CABL Fund is intended to provide quick access to capital to help enable timely property acquisition prior to the development of a full capital stack needed to fully stabilize a property and place in service.

Eligibility

Not for profit housing organizations or land trusts that are chartered to and are actively operating within the City of Charlottesville.

Criteria/Guidelines

- May include new construction or existing home/multi-unit building purchase and renovation
- Flexible with respect to affordability levels served
- Loans/Line of Credit with a term of up to 24 months
- Advance amounts up to \$500,000
- Interest rate: 2%. Adjusted annually. Interest calculation methodology: simple interest
- A notarized promissory note with full terms and conditions to be issued for each issuance.

- Collateral requirements include unencumbered real estate as collateral for the Fund and upon the purchase of real estate for a Project, the Project real property will be made subject to a supplemental deed of trust to secure the fund. The fund will release property purchased with a Project Advance from the lien of the supplemental deed of trust upon repayment of the principal from the Project Advance and any outstanding interest.

Applications

Applications must include:

- A description of the property to include address, parcel # and survey if available. All properties must be located in the City Charlottesville.
- A comprehensive plan for the acquisition and/or renovation that leads to occupancy to include financial plan, renovation/repair budget, sale/rental marketing plan, affordability levels targeted and timeline.
- Proposed source of collateral.

Preference is given for opportunities that enable first time home purchase for individuals or families that are currently part of the city workforce.

Applications are received and reviewed on a rolling basis.

Reporting Requirements

Annually on the anniversary of the initial advance a written report covering all aspects of the acquisition and renovation plan will be submitted to CEDA.

Dated: August 12, 2025

DISCUSSION TERM SHEET

Date: ____, 2025

This Discussion Term Sheet (“Term Sheet”) outlines the terms that the Charlottesville Economic Development Authority (“CEDA”) proposes for a loan fund (the “Fund”) which would be available to Piedmont Housing Alliance (“PHA”) as a line of credit to purchase properties for future housing development (each a “Project”). PHA would repay the Fund for funds advanced for a Project when PHA obtains construction or permanent financing.

Borrower	PHA
Guarantors	None
Purpose	Provide funds for PHA to purchase properties for future residential development when PHA needs to act quickly to purchase the properties. Eligible Projects may include new construction or existing home/multi-unit building purchase and renovation. PHA will repay the Fund when it has obtained third party project financing.
Fund Amount	\$500,000
Line of Credit Terms	The Fund will be a revolving line of credit in which PHA can borrow funds, repay them and then reborrow them.
Fund Maturity Date	2 years
Interest Rate	2%
Advances:	<p>PHA may request an advance for Project (a “Project Advance”) in an amount of up to \$500,000. A Project Advance will be made in the sole discretion of CEDA. A request for a Project Advance shall include the following information:</p> <ul style="list-style-type: none">• A description of the Project property to include address, parcel # and survey if available. All properties must be in the City of Charlottesville.• A comprehensive plan for the acquisition and/or renovation that leads to occupancy to include financial plan, renovation/repair budget, sale/rental marketing plan, affordability levels targeted and timeline.• Preference is given for opportunities that enable first time home purchase for individuals or families that are currently part of the City workforce.

Project Advance Maturity Date	<ul style="list-style-type: none"> • Proposed Date for Repayment of Project Advance <p>CEDA will determine the Maturity Date of the Project Advance when the Project Advance is approved.</p>
Payments	<ul style="list-style-type: none"> • Interest payments shall be made monthly. • Project Advance Principal payments shall be due upon the earlier of: (i) refinance of a Project, (ii) demand by CEDA; (iii) default by PHA or (iv) the Project Advance Maturity Date.
Collateral	<p>PHA shall provide unencumbered real estate as collateral for the Fund and upon the purchase of real estate for a Project, the Project real property will be made subject to a supplemental deed of trust to secure the fund. The fund will release property purchased with a Project Advance from the lien of the supplemental deed of trust upon repayment of the principal from the Project Advance and any outstanding interest.</p>
Documentation	<p>PHA shall execute the following documents satisfactory to CEDA in its sole discretion:</p> <ul style="list-style-type: none"> • Line of Credit Promissory Note • Deed of Trust • Supplement Deeds of Trust for Projects
Reporting Requirements	<p>Annually on the anniversary of the initial advance a written report covering all aspects of the acquisition and renovation plan will be submitted to CEDA.</p>

This Term Sheet is presented for discussion purposes only and is not a commitment to lend.

**RESOLUTION OF THE ECONOMIC DEVELOPMENT AUTHORITY
OF THE CITY OF CHARLOTTESVILLE, VIRGINIA
APPROVING A CERTAIN ECONOMIC DEVELOPMENT PROGRAM**

WHEREAS, the Economic Development Authority of the City of Charlottesville, Virginia **(the “Authority”)**, a political subdivision of the Commonwealth of Virginia **(the “Commonwealth”)**, is empowered under the Industrial Development and Revenue Bond Act, Title 15.2, Chapter 49 of the Code of Virginia of 1950, as amended **(the “Act”)** to, among other things, promote industry and develop trade in the City of Charlottesville, Virginia **(the “City”)** by encouraging and inducing nonprofit organizations and commercial enterprises to commit resources to locate or remain in the City, accept contributions, grants and other financial assistance from the City for authority facilities, and make grants to any person, partnership, association, corporation, business, or governmental entity for the purposes of promoting economic development in the City; and

WHEREAS, there has been presented to this meeting a discussion of the Charlottesville Affordable Bridge Loan (CABL) Fund and its intent to provide short-term loans to city-based not-for-profit housing organizations in an effort to preserve affordable housing in the city; and

WHEREAS, the Fund will operate per the parameters set forth in the program materials also presented on this day; and

NOW, THEREFORE, BE IT RESOLVED BY THE ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF CHARLOTTESVILLE, VIRGINIA:

The Authority finds and determines that the Charlottesville Affordable Bridge Loan (CABL) Fund request as presented will be consistent with the purposes of the Act and the adopted mission of the Authority, and that the Authority wishes to allocate \$500,000 to the Fund from its unallocated reserve funds.

ADOPTED: August 12, 2025

APPROVED: _____
Secretary, Economic Development Authority
of the City of Charlottesville, Virginia