

**SUPPORT AGREEMENT
ALBEMARLE-CHARLOTTESVILLE REGIONAL JAIL AUTHORITY AND
ALBEMARLE COUNTY**

(GRANT REVENUE ANTICIPATION NOTE)

THIS SUPPORT AGREEMENT (this “Support Agreement”) is made as of June 1, 2025, among the **BOARD OF SUPERVISORS OF THE COUNTY OF ALBEMARLE, VIRGINIA (the “Board”)**, acting as the governing body of the County of Albemarle, Virginia **(the “County”)**, **ALBEMARLE-CHARLOTTESVILLE REGIONAL JAIL AUTHORITY (the “Jail Authority”)**, and **[LENDER] (the “Lender”)**, as purchaser of the Note, as hereinafter defined, pursuant to a Note Purchase and Financing Agreement dated as of the date hereof **(the “Note Purchase Agreement”)**, among the Lender and the Jail Authority.

RECITALS:

WHEREAS, the Jail Authority is a regional jail authority pursuant to Section 53.1-95.2 et seq of the Code of Virginia, as amended, and a public instrumentality of the Commonwealth of Virginia established by resolutions duly adopted by the governing bodies of the City of Charlottesville, Virginia **(“Charlottesville”)**, the County of Nelson, Virginia **(“Nelson County”)** and the County **(collectively, the “Member Jurisdictions”)** for the purpose of developing a regional jail **(the “Facility”)** to be operated on behalf of the Member Jurisdictions by the Jail Authority;

WHEREAS, the Jail Authority has determined that it is in its best interest to issue and sell its Jail Facility Grant Revenue Anticipation Note, Series 2025 in an original aggregate principal amount of \$12,500,000 **(the “Note”)** to the Lender pursuant to the terms of the Note Purchase Agreement;

WHEREAS, the Lender requires each Member Jurisdiction, as a condition to the purchase by the Lender of the Note, to enter into a Support Agreement; and

WHEREAS, in connection with the issuance by the Jail Authority and the purchase by the Lender of the Note, the Board adopted on _____, 2025, a resolution authorizing, among other things, the execution and delivery of an agreement providing for a non-binding obligation of the Board to consider certain appropriations in support of the Note.

AGREEMENT

NOW, THEREFORE, for and in consideration of the foregoing and of the mutual covenants herein set forth, the parties hereto agree as follows:

1. Unless otherwise defined, each capitalized term used in this Support Agreement shall have the meaning given it in the Note Purchase Agreement.

2. The Jail Authority shall use its best efforts to issue the Note and to use the proceeds thereof to pay a portion of the costs of the Facility.

3. No later than February 15 of each year, beginning February 15, 2026, the Jail Authority shall notify each Member Jurisdiction of its respective proportionate share (calculated in the same manner as described in Section 5.1(c) of the Amended and Restated Service Agreement, dated June 9, 2022 (**the “Service Agreement”**) among ACRJA and the Member Jurisdictions) of the amount (**the “Annual Deficiency Amount”**) by which the Jail Authority reasonably expects the Net Revenues (as defined in the Note Purchase Agreement) to be insufficient to pay (i) the debt service obligations under the Note Purchase Agreement and the Note and the Bond, (ii) operation and maintenance expenses of the Authority, and (iii) any other payments due and owing by the Jail Authority under the Note Purchase Agreement in full as and when due during the County’s fiscal year beginning the following July 1.

4. The County Executive of the County (**the “County Executive”**) shall include the County’s respective share of the Annual Deficiency Amount in his budget submitted to the Board for the following fiscal year as an amount to be appropriated to or on behalf of the Jail Authority. The County Executive shall deliver to the Lender within ten days after the adoption of the County’s budget for each fiscal year, but not later than July 15 of each year, a certificate stating whether the Board has appropriated to or on behalf of the Jail Authority an amount equal to the Annual Deficiency Amount.

5. If at any time Revenues shall be insufficient to make any of the payments referred to in paragraph 3 hereof, the Jail Authority shall notify the Lender and each Member Jurisdiction of its respective proportionate share (calculated in the same manner as described in Section 5.1(c) of the Service Agreement) of the amount of such insufficiency and the County Executive shall request a supplemental appropriation from the Board in the amount necessary to make such payment.

6. The County Executive shall present each request for appropriation pursuant to paragraph 5 above to the Board, and the Board shall consider such request at the Board’s next regularly scheduled meeting at which it is possible to satisfy any applicable notification requirement. Promptly after such meeting, the County Executive shall notify the Lender as to whether the amount so requested was appropriated. If the Board shall fail to make any such appropriation, the County Executive shall add the amount of such requested appropriation to the Annual Deficiency Amount reported to the County by the County Executive for the County’s next fiscal year.

7. The Board hereby undertakes a non-binding obligation to appropriate such amounts as may be requested from time to time pursuant to paragraphs 4 and 5 above, to the fullest degree and in such manner as is consistent with the Constitution and laws of the Commonwealth of Virginia. The Board, while recognizing that it is not empowered to make any binding commitment to make such appropriations in future fiscal years, hereby states its intent to make such appropriations in future fiscal years, and hereby recommends that future Boards do likewise.

8. Nothing herein contained is or shall be deemed to be a lending of the credit of the County to the Jail Authority, the Lender or to any holder of the Note or to any other person, and nothing herein contained is or shall be deemed to be a pledge of the faith and credit or the taxing power of the County, nor shall anything herein contained legally bind or obligate the Board to appropriate funds for the purposes described herein.

9. Any notices or requests required to be given hereunder shall be deemed given if sent by registered or certified mail, postage prepaid, addressed (i) if to the County, to 401 McIntire Road, Charlottesville, VA 22902 Attention: County Executive, (ii) if to the Jail Authority, to 160 Peregrory Lane, Charlottesville, VA 22902, Attention: Superintendent, and (iii) if to the Lender, to [Lender] _____, _____, _____, Attention: _____. Any party may designate any other address for notices or requests by giving notice.

10. It is the intent of the parties hereto that this Support Agreement shall be governed by the laws of the Commonwealth of Virginia.

11. This Support Agreement shall remain in full force and effect until the Note and all other amounts payable by Jail Authority under the Note Purchase Agreement have been paid in full.

12. This Support Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

[REMAINDER OF PAGE LEFT BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have each caused this Support Agreement to be executed in their respective names as of the date first above written.

**BOARD OF SUPERVISORS OF THE
COUNTY OF ALBEMARLE, VIRGINIA**

By: _____
Chairman

**ALBEMARLE-CHARLOTTESVILLE
REGIONAL JAIL AUTHORITY**

By: _____
Chairman

[LENDER]

By: _____

Its: _____