

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (the “*Agreement*”) is dated as of July 22, 2026 between the COUNTY OF DURHAM, NORTH CAROLINA (the “*County*”) and [ESCROW AGENT], as escrow agent (the “*Escrow Agent*”), being authorized to accept and execute trusts of the character herein set out under and by virtue of the laws of the State of North Carolina.

WITNESSETH:

WHEREAS, the County has previously issued its County of Durham, North Carolina General Obligation Refunding Bonds, Series 2016 (the “*2016 Bonds*”);

WHEREAS, the County has determined to issue its General Obligation Refunding Bonds, Series 2026B (the “*2026B Bonds*”) pursuant to (1) Article 4 of Chapter 159 of the General Statutes of the State of North Carolina, as amended, (2) Article 7 of Chapter 159 of the General Statutes of the State of North Carolina, as amended, (3) a Bond Order related to the 2026B Bonds adopted by the Board of Commissioners of the County (the “*Board*”) on April 27, 2026, and (04) a Bond Resolution related to the 2026B Bonds adopted by the Board on April 27, 2026 (the “*Bond Resolution*”);

WHEREAS, a portion of the proceeds of the 2026B Bonds will be used to pay the cost of refunding the outstanding 2016 Bonds maturing on and after October 1, [2027] (the “*Refunded Bonds*”) and deposited in the Escrow Fund established under this Agreement pursuant to the Bond Resolution and the Pricing Certificate (as defined in the Bond Resolution); and

WHEREAS, this Agreement sets forth the understandings and agreements of the County and the Escrow Agent with respect to the Refunded Bonds and the Escrow Fund;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, and intending to be legally bound, the County and the Escrow Agent covenant and agree:

**ARTICLE I
DEFINITIONS**

Capitalized, undefined terms used herein have the meaning assigned to them above and in the Bond Resolution and are incorporated herein by reference. In addition, the following words and terms used herein have the meanings provided below:

“*Code*” means the Internal Revenue Code of 1986, as amended, including regulations promulgated thereunder.

“*Electronic Means*” means delivery via the following communications methods: e-mail or secure electronic transmission containing applicable authorization codes, passwords, and/or authentication keys.

“*Escrow Fund*” means the Escrow Fund created in Section 2.1 which is to be applied to pay the Refunded Bonds as provided herein.

“*Government Obligations*” means (i) direct obligations of the United States of America or (ii) obligations the payment of the principal of and interest on which is guaranteed by the United States of America.

“*Redemption Date*” means October 1, 2026.

“*Refunded Bonds*” means the 2016 Bonds maturing on and after October 1, [2027].

[“*Verification Report*” means the verification report dated [____], by [____], in connection with the issuance of the 2026B Bonds and the refunding of the Refunded Bonds.]

“*2016 Bond Resolution*” means the resolution adopted by the Board on August 8, 2016 setting the terms under which the 2016 Bonds were issued.

ARTICLE II CREATION OF ESCROW FUND

Section 2.1 Escrow Fund. There is hereby created and established with the Escrow Agent a special and irrevocable escrow fund designated the “Escrow Fund” to be held in the custody of the Escrow Agent separate and apart from other funds and accounts of the Escrow Agent.

Section 2.2 Initial Deposit.

(a) Concurrently with the execution of this Agreement, the County has caused to be deposited with the Escrow Agent, and the Escrow Agent acknowledges receipt of, (1) a portion of the proceeds from the sale of the 2026B Bonds in the amount of \$[____] and (2) other County funds in the amount of \$[____], which the Escrow Agent will deposit in the Escrow Fund upon receipt. The Escrow Agent will simultaneously apply amounts on deposit in the Escrow Fund to the purchase of the Government Obligations described in Schedule II hereto (“*Schedule II*”), except to the extent of balances designated in Schedule II to be uninvested.

(b) The Government Obligations in the Escrow Fund will mature in principal amounts and pay interest in such amounts so that sufficient money therefrom, together with amounts designated in Schedule II to be uninvested, will be available to pay (1) the interest on the Refunded Bonds through the Redemption Date and (2) the principal of the Refunded Bonds on the Redemption Date, at which time the outstanding principal of and interest on the Refunded Bonds will be paid in full.

(c) [In reliance on the Verification Report,] the County hereby finds and determines that the investments described in Schedule II are satisfactory in yield and maturity date to (1) redeem the Refunded Bonds on the Redemption Date, including paying the interest on the Refunded Bonds through the Redemption Date and the principal of the Refunded Bonds on the Redemption Date, and (2) comply with United States Department of the Treasury regulations adopted or applicable pursuant to the Code.

Section 2.3 Irrevocable Deposit; Control. The deposits in the Escrow Fund described in Section 2.2(a) each constitute irrevocable deposits in trust with the Escrow Agent set aside exclusively for the purposes described herein for the benefit of the owners of the Refunded Bonds. Such money and Government Obligations, together with any income or interest earned thereon, will be held in trust and will be applied solely to the payment of the principal of and interest on the Refunded Bonds as the same mature or become due on redemption, as the case may be, as provided in Schedule I hereto. Subject to the requirements provided herein for the use of the Escrow Fund and the money and investments therein, including, without limitation, Section 2.4, the County covenants and agrees that the Escrow Agent will have full and complete control and authority over and with respect to the Escrow Fund and money and investments therein and that the County will not exercise any control or authority over and with respect to the Escrow Fund and the money and investments therein.

Section 2.4 Substitute Securities; Reinvestment.

(a) Cash or other Government Obligations other than any Government Obligations listed in Schedule II may be substituted at the written direction of the County, but only if:

(1) such cash or Government Obligations are in an amount or mature in an amount, which together with any cash or Government Obligations substituted for the Government Obligations listed in Schedule II is equal to or greater than the amount required to pay the principal of and interest on the Refunded Bonds;

(2) any such Government Obligations mature on or before the date amounts are due on the Refunded Bonds under Schedule I hereto;

(3) the County and the Escrow Agent received a certificate or report of an independent verification agent stating that after giving effect to such request the Government Obligations held for the credit of such account are of such maturities and interest payment dates and bear such interest as will, without further investment or reinvestment of either the principal amount thereof or the interest earnings thereon, be sufficient together with all cash and other immediately available invested funds held for the credit of such account to pay the principal of and interest on the Refunded Bonds when due and as described in this Agreement; and

(4) the County and the Escrow Agent receive an opinion of nationally recognized bond counsel stating that such substitution will not adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Refunded Bonds.

(b) The Escrow Agent will, at the written direction of the County, reinvest proceeds of the Government Obligations which are attributable to amounts received as principal of or interest on the Government Obligations and not immediately needed to pay principal of and interest on the Refunded Bonds in Government Obligations with a yield not in excess of zero percent unless the Escrow Agent is directed in writing by the County to invest such amounts in other Government Obligations after the County obtains and the Escrow Agent receives (1) an opinion of nationally recognized bond counsel to the effect that such investment would not cause any of the Refunded Bonds to be arbitrage bonds under Section 148 of the Code and the applicable regulations thereunder and (2) a verification certificate provided in Section 2.4(a)(3) above. Such amounts are to be continuously invested in Government Obligations maturing on or before the date such funds are needed to pay the principal of or interest on the Refunded Bonds. If available, the Escrow Agent will, at the written direction of the County, purchase United States Treasury Obligations - State and Local Government Series (“SLGS”), and, by at least 7 days (or such different time as may hereafter be established by regulations of the United States Bureau of Public Debt) prior to such purchase, will execute and file with a Federal Reserve Bank or Branch a subscription for the purchase and issuance of such SLGS with such terms as may be required to effect such purchase on such date.

(c) The Escrow Agent will transfer any investment earnings resulting from the reinvestment of proceeds of the Government Obligations as described herein and any excess above the amount required to pay the principal of and interest on the Refunded Bonds to the County. The County will consult with its bond counsel regarding the disposition of any such excess money and, if so permitted by the Code, such amount may be used for any lawful purpose.

ARTICLE III
DUTIES OF THE ESCROW AGENT; FEES AND COSTS

Section 3.1 Payments on Refunded Bonds. The Escrow Agent, without further authorization and direction from the County, will pay to the owners of the Refunded Bonds, from money available in the Escrow Fund, on the date on which each payment of principal and interest falls due, money sufficient to pay the principal and interest falling due with respect to the Refunded Bonds as provided in Schedule I hereto. Payments with respect to the Refunded Bonds are to be made from the maturing principal of and interest on the Government Obligations or other money in the Escrow Fund and will be made to the persons entitled thereto.

Section 3.2 Investment of Escrow Fund. The Escrow Agent will purchase or cause to be purchased those Government Obligations listed in Schedule II solely from the amounts on deposit in the Escrow Fund. The Escrow Agent will apply the money deposited in the Escrow Fund and the Government Obligations, together with any income or interest earned thereon, in accordance with this Agreement. The Escrow Agent has no power or duty to invest any money held hereunder or to make substitutions of the Government Obligations held hereunder or to sell, transfer or otherwise dispose of the Government Obligations acquired hereunder except as otherwise provided herein.

The liability of the Escrow Agent for the payment of the principal and interest with respect to the Refunded Bonds pursuant to this Section is limited to the cash available for such purposes in the Escrow Fund. The County will not direct the Escrow Agent to exercise any of its powers to cause any part of the money or funds at any time in the Escrow Fund to be used directly or indirectly to acquire any obligations which would cause any Refunded Bond to be an “*arbitrage bond*” within the meaning of Section 148 of the Code.

Section 3.3 Escrow Agent’s Fees. The Escrow Agent’s fees for and in carrying out the provisions of this Agreement have been fixed, which fees the County shall pay as they are due from funds of the County and not from funds in the Escrow Fund. The County will bear all costs of publication and mailing of notices required by this Agreement or the 2016 Bond Resolution. The Escrow Agent is not liable for any loss resulting from any investment made at the direction of the County pursuant to the terms and provisions of this Agreement. In addition to fixed fees, the County will also pay out-of-pocket expenses, including reasonable attorney’s fees of the Escrow Agent.

Section 3.4 Escrow Agent Generally.

(a) The Escrow Agent has no responsibility to the County or any person in connection herewith except as specifically provided herein and is not responsible for anything done or omitted to be done by it, except for its own negligence or willful misconduct in the performance of any obligation imposed on it hereunder.

(b) Subject to the exception in paragraph (a) as to its own negligence or willful misconduct in the performance of any obligation imposed on it hereunder, the Escrow Agent has no responsibility for verifying the genuineness, correctness, or competence of any document, instrument or writing, and will not be charged with knowledge or notice of any fact or circumstance not specifically provided herein.

(c) The Escrow Agent may act on any written notice, request, waiver, consent, certificate, receipt, authorization, power of attorney, or other instrument or document from the County’s Chief Financial Officer, or such person’s designee, which the Escrow Agent reasonably and in good faith believes to be genuine and to be what it purports to be.

(d) The Escrow Agent has no duty to determine or inquire into the happening or occurrence of any event or contingency or the performance or failure of performance of the County with respect to arrangements or contracts with others. The Escrow Agent may request from the County or any person such reasonable evidence as the Escrow Agent in its discretion deems necessary to determine any fact relating to the occurrence of any event or contingency and in this connection may inquire and consult with the County, among others, at any time. The County will provide such evidence to the Escrow Agent and the Escrow Agent is entitled to rely thereon.

(e) Subject to the exception in paragraph (a) as to its own negligence or willful misconduct in the performance of any obligation imposed on it hereunder, the Escrow Agent has no liability for following any instructions given by the County or in this Agreement or provided in any court or administrative order.

(f) The Escrow Agent may resign and thereby become discharged from the trusts hereby created by notice in writing given to the County not less than 30 days before such resignation is to take effect. The Escrow Agent agrees to serve as Escrow Agent until a successor is appointed. Such resignation is effective immediately, however, on the appointment of a successor Escrow Agent if such successor Escrow Agent is appointed before the expiration of said notice period. If such appointment of a successor Escrow Agent is not made within 30 days after the date that such resignation was to take effect as provided in the notice thereof given to the County, then the Escrow Agent may apply to a court of competent jurisdiction to appoint a successor Escrow Agent and give notice thereof to the County and not object to the County's intervention therein.

The Escrow Agent may be replaced by the County, with or without cause, and thereby become discharged from the trusts hereby created by notice in writing given from the County to the Escrow Agent not less than 30 days before such replacement is to take effect. The Escrow Agent agrees to serve as Escrow Agent until a successor is appointed. Such replacement is effective immediately, however, on the appointment of a successor Escrow Agent if such successor Escrow Agent is appointed before the expiration of said notice period.

(g) If a disagreement or dispute arises under this Agreement, or if adverse claims or demands are made in connection with this Agreement or any property involved herein or affected hereby, the Escrow Agent may petition a court of competent jurisdiction, within the limitations provided in Section 4.7, to resolve the disagreement or dispute or adverse claims or demands and must, at the time of filing such petition, give notice thereof to the County. In connection therewith, the Escrow Agent may (but is not required to) tender into the custody of the court all money or property in its hands under the terms of this Agreement, and then be discharged from all further duties under this Agreement. The filing of any such legal proceeding does not deprive the Escrow Agent of its compensation earned before such filing.

Section 3.5 Notices to Refunded Bonds Owners. The Escrow Agent will give notice to the registered owners from time to time of the Refunded Bonds in accordance with the instructions received from the County from time to time in connection with this Agreement. The Escrow Agent will cause notice of redemption as required by the 2016 Bond Resolution substantially in the form attached to this Agreement as Exhibit A, or in such other form as may be required by the registered owners of the Refunded Bonds, to be mailed to the parties and in the manner provided therein. In addition, the Escrow Agent will cause notice of defeasance, substantially in the form attached to this Agreement as Exhibit B, to be mailed to the parties and in the manner provided therein.

Section 3.6 E-Verify. The Escrow Agent understands that "E-Verify" is a federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with Section 64-25(5) of the General Statutes of North Carolina, as amended. The Escrow

Agent uses E-Verify to verify the work authorization of its employees in accordance with Section 64-26(a) of the General Statutes of North Carolina, as amended. The Escrow Agent will require that any subcontractor that it uses in connection with the transactions contemplated by this Agreement certify to such subcontractor's compliance with E-Verify.

ARTICLE IV GENERAL PROVISIONS

Section 4.1 Escrow Fund Irrevocable.

(a) The Escrow Fund hereby created is irrevocable. The registered owners of the Refunded Bonds are granted an express lien on the Escrow Fund until applied in accordance with this Agreement.

(b) The Escrow Agent will hold the Escrow Fund as a separate trust fund wholly segregated from all other funds and accounts held in any capacity and will make disbursements from the Escrow Fund only in accordance with the provisions of this Agreement. The Escrow Agent has no power or duty to invest any money held hereunder or to make substitutions of the Government Obligations held hereunder or to sell, transfer or otherwise dispose of the Government Obligations acquired hereunder except as otherwise provided in this Agreement.

(c) Under no circumstances will the Escrow Agent have a lien on the Escrow Fund for its charges, fees, and expenses, and under no circumstances will the Escrow Agent make any claim against the Escrow Fund for such charges, fees, and expenses.

Section 4.2 Report. The Escrow Agent will deliver to the County on or before the tenth business day of each month a report of each transaction relating to the Escrow Fund through the last business day of the preceding month.

Section 4.3 Refunded Bond Owner Rights. The Escrow Agent and the County agree that the registered owners of the Refunded Bonds have a beneficial and vested interest in the Escrow Fund, as herein provided. Therefore, until the provisions hereof have been fully carried out, this Agreement (a) may be amended only to cure ambiguity or correct manifest error without the prior written consent of the registered owners of the Refunded Bonds and (b) is not subject to amendment for any other reason or revocation except with the prior written consent of all of the registered owners of the Refunded Bonds.

Section 4.4 Deficiency. The County will remedy any deficiency in the Escrow Fund by paying to the Escrow Agent the amount of such deficiency. The Escrow Agent is not liable for any such deficiency, except as may be caused solely by its negligence or willful misconduct.

Section 4.5 Termination. This Agreement terminates when all payments of the principal and interest with respect to the Refunded Bonds required to be made to the owners of the Refunded Bonds under the provisions of the 2016 Bond Resolution have been made. After all of the Refunded Bonds are redeemed, the Escrow Agent will transfer any excess funds remaining in the Escrow Fund to the County as provided in Section 2.4(c) herein.

Section 4.6 Severability. If any one or more of the covenants or agreements provided in this Agreement on the part of the parties hereto to be performed are determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement is to be deemed and construed to be severable from the remaining covenants and agreements herein contained and in no way affect the validity of the remaining provisions of this Agreement.

Section 4.7 Law. This Agreement is governed exclusively by the laws of the State of North Carolina without regard to conflict of law principles.

Section 4.8 Counterparts; Electronic Versions. This Agreement may be executed in any number of counterparts, by manual, facsimile, digital, electronic or .pdf file signatures, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument. An executed copy of this Agreement delivered by Electronic Means will be deemed to have the same legal effect as delivery of a manual signed copy of this Agreement. This Agreement and related documents may be sent by Electronic Means and stored electronically.

Section 4.9 Notices. Any and all notices, requests, demands, and other communications given under or in connection with this Agreement are only effective if made in writing and delivered either personally, by Electronic Means as set forth below, or mailed by certified or registered mail, postage prepaid, or return receipt requested, and addressed as follows:

IF TO THE COUNTY: County of Durham, North Carolina
200 East Main Street, 4M
Durham, North Carolina 27701
Attention: Chief Financial Officer

IF TO THE ESCROW AGENT: [ESCROW AGENT]
[ESCROW AGENT ADDRESS]

The County and the Escrow Agent may, by written notice to each other, designate any further or different addresses or method of delivery to which subsequent notices, certificates or other communications will be sent.

Notices under this Section may also be sent by Electronic Means and shall be deemed received upon the sender's receipt of an acknowledgment from the intended recipient (such as by the "read receipt" function, as available, return email, or other form of written acknowledgment).

Section 4.10 Covenants of County not Covenants of Officials Individually. No covenant, stipulation, obligation or agreement contained herein will be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, director, agent, officer or employee of the County or the Local Government Commission of North Carolina in his or her individual capacity, and neither the members of the County, the members of the Local Government Commission of North Carolina nor any other member, director, agent, officer or employee of the County or the Local Government Commission of North Carolina is subject to any personal liability under this Agreement.

Section 4.11 References to Fees and Expenses. Wherever this Agreement contains a reference to fees or expenses, such reference is deemed to include the word "reasonable" as an antecedent thereto.

-SIGNATURES BEGIN ON FOLLOWING PAGE-

IN WITNESS WHEREOF, the Escrow Agent and the County have caused this Agreement to be executed and attested by their duly authorized officers, as of July 22, 2026.

[ESCROW AGENT], as Escrow Agent

By: _____
[ESCROW AGENT SIGNATORY]
Authorized Officer

-SIGNATURES CONTINUED ON THE FOLLOWING PAGE-

-COUNTERPART SIGNATURE PAGE TO
ESCROW AGREEMENT DATED AS OF JULY 22, 2026
RELATED TO
COUNTY OF DURHAM, NORTH CAROLINA
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2026B-

COUNTY OF DURHAM, NORTH CAROLINA

By: _____
Crystally Wright
Chief Financial Officer

SCHEDULE I

PAYMENT SCHEDULE FOR REFUNDED BONDS

DATE	PRINCIPAL	INTEREST
[REDACTED]		

* The Refunded Bonds are to be redeemed on October 1, 2026 (the “*Redemption Date*”), at the principal amount thereof plus accrued interest to the Redemption Date.

SCHEDULE II

GOVERNMENT OBLIGATIONS

[REDACTED]

An amount equal to \$[REDACTED] has been deposited in the Escrow Fund on the date hereof to establish the initial cash balance in the Escrow Fund and will be held uninvested as cash.

EXHIBIT A

NOTICE OF REDEMPTION

\$96,460,000
County of Durham, North Carolina
General Obligation Refunding Bonds,
Series 2016

CUSIP*	DUE OCTOBER 1	INTEREST RATE	REDEMPTION PRICE	PRINCIPAL AMOUNT
266705N24	2027	5.00%	100%	\$8,675,000
266705P48	2028	4.00	100	2,340,000
266705N32	2028	5.00	100	6,295,000
266705N40	2029	3.00	100	8,545,000
266705N57	2030	3.00	100	8,375,000
266705N65	2031	3.00	100	3,875,000
266705N73	2032	3.00	100	1,580,000
266705N81	2033	4.00	100	1,580,000
266705N99	2034	4.00	100	1,580,000
266705P22	2035	2.50	100	1,580,000
266705P30	2036	3.00	100	1,575,000

The County of Durham, North Carolina hereby gives notice of its intention to redeem the General Obligation Refunding Bonds, Series 2016 provided in the table above (the “*Refunded Bonds*”) on October 1, 2026 (the “*Redemption Date*”) at the redemption price of 100% of the principal amount thereof without premium, plus accrued interest to the Redemption Date (the “*Redemption Price*”).

Government Obligations and cash sufficient to pay the Redemption Price on the Redemption Date are on deposit with [ESCROW AGENT], as escrow agent (the “*Escrow Agent*”). Consequently, on the Redemption Date interest on the Refunded Bonds will cease to accrue.

Payment of the Redemption Price for the Refunded Bonds will be made by wire transfer on the Redemption Date to The Depository Trust Company for the Refunded Bonds registered in the name of Cede & Co. in accordance with the rules and procedures of The Depository Trust Company. The Refunded Bonds called for redemption must be surrendered to collect the Redemption Price.

[to add applicable Escrow Agent language]

When presenting the Refunded Bonds for payment, bondholders should provide their tax identification number (via Form W-9) to avoid withholding of 24% of the principal paid as required by federal tax laws. Bondholders who are required to provide their correct taxpayer identification number on IRS Form W-9 and who fail to do so may also be subject to an IRS penalty. Accordingly, please provide all appropriate certifications when presenting the Refunded Bonds for payment. Capitalized undefined terms used herein have the meanings given in the Escrow Agreement, dated as of July 22, 2026, between the County and [ESCROW AGENT].

* The County and the Escrow Agent shall not be responsible for the use of CUSIP numbers selected, nor is any representation made as to its correctness indicated in the notice or as printed on any certificate. It is provided solely for the convenience of the holders.

COUNTY OF DURHAM, NORTH CAROLINA

By: [**ESCROW AGENT**], as Escrow Agent

Date: _____, 20__*

To: DTC by electronic mail to redemptionnotification@dtcc.com;
LGC by first class mail, postage prepaid; and
EMMA, by posting electronically, in PDF format, to <https://emma.msrb.org>.

* Insert notice posting date, which shall be not less than 30 days nor more than 60 days before the Redemption Date.

EXHIBIT B

NOTICE OF DEFEASANCE

\$96,460,000
County of Durham, North Carolina
General Obligation Refunding Bonds,
Series 2016

CUSIP*	DUE OCTOBER 1	INTEREST RATE	REDEMPTION PRICE	PRINCIPAL AMOUNT
266705N24	2027	5.00%	100%	\$8,675,000
266705P48	2028	4.00	100	2,340,000
266705N32	2028	5.00	100	6,295,000
266705N40	2029	3.00	100	8,545,000
266705N57	2030	3.00	100	8,375,000
266705N65	2031	3.00	100	3,875,000
266705N73	2032	3.00	100	1,580,000
266705N81	2033	4.00	100	1,580,000
266705N99	2034	4.00	100	1,580,000
266705P22	2035	2.50	100	1,580,000
266705P30	2036	3.00	100	1,575,000

NOTICE IS HEREBY GIVEN by the County of Durham, North Carolina (the “County”) that pursuant to the Bond Resolution adopted by the Board of Commissioners of the County on August 8, 2016 (the “Bond Resolution”), there has been deposited with the undersigned certain Government Obligations, together with any uninvested cash, the principal of and the interest on which when due, and without reinvestment thereof, are sufficient to pay the redemption price of the above-referenced bonds (the “Refunded Bonds”) on October 1, 2026 (the “Redemption Date”), at which time the outstanding principal of and interest on the Refunded Bonds will be paid in full.

Such deposit has been made to an Escrow Fund in accordance with the provisions of an Escrow Agreement, dated as of July 22, 2026, between the County and the undersigned (the “Escrow Agreement”). [ESCROW AGENT], as escrow agent (the “Escrow Agent”), has received irrevocable written instructions from the County to cause the redemption of the Refunded Bonds on the Redemption Date. Consequently, on the Redemption Date, the Refunded Bonds will cease to bear interest.

* The County and the Escrow Agent shall not be responsible for the use of CUSIP numbers selected, nor is any representation made as to its correctness indicated in the notice or as printed on any certificate. It is provided solely for the convenience of the holders.

COUNTY OF DURHAM, NORTH CAROLINA

By: [ESCROW AGENT], as Escrow Agent

Date: _____, 20__*

To: DTC pursuant to DTC’s rules and procedures

* Insert notice posting date. Defeasance notice should be posted as soon as practicable, but no later than 10 Business Days after the execution and delivery of the Escrow Agreement.

EMMA, by posting electronically, in word-searchable PDF format connected to the CUSIP numbers for the Refunded Bonds