

EXTRACT FROM MINUTES OF THE BOARD OF COMMISSIONERS

A regular meeting of the Board of Commissioners of the County of Durham, North Carolina, was duly held in the County Commissioners' Chambers on the 2nd Floor of the Durham County Government Administrative Complex at 200 East Main Street, in Durham, North Carolina, the regular place of meeting, and by electronic means on April 27, 2026 at 7:00 p.m. Chair Michael Lee, presiding.

The following Commissioners were present:

The following Commissioners were absent:

Commissioner _____ introduced the following resolution (the "*Resolution*"), a copy of which had been provided to each Commissioner:

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF DURHAM,
NORTH CAROLINA PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED \$240,000,000
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2026B OF THE COUNTY OF
DURHAM, NORTH CAROLINA**

WHEREAS, a bond order authorizing the issuance of not to exceed \$240,000,000 General Obligation Refunding Bonds (the "*Bond Order*") of the County of Durham, North Carolina (the "*County*") has been adopted at this meeting;

WHEREAS, it is in the best interest of the County to authorize the issuance of General Obligation Refunding Bonds, Series 2026B (the "*Bonds*") of the County pursuant to the Bond Order;

WHEREAS, the County desires to issue the Bonds for the purposes described herein and to request that the Local Government Commission of North Carolina (the "*Commission*") sell the Bonds through a negotiated sale to BofA Securities, Inc., as lead underwriter, and, if in the County's best interest, any other co-managing underwriters (collectively, the "*Underwriters*") in accordance with the terms and conditions set forth in a Bond Purchase Agreement (the "*Purchase Agreement*") among the County, the Commission, and the Underwriters;

WHEREAS, copies of the forms of the following documents relating to the transactions described above have been filed with the County and have been made available to the Board:

1. the Purchase Agreement;
2. the Preliminary Official Statement with respect to the Bonds, together with the Official Statement with respect to the Bonds (collectively, the "*Official Statement*"); and
3. an Escrow Agreement with respect to the 2016 Bonds (as defined below).

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the County of Durham, North Carolina as follows:

Section 1. For purposes of this Resolution, the following words have the meanings ascribed to them below:

“*Authorized Denomination*” means principal amounts of \$5,000 or any integral multiple thereof.

“*Authorized Officers*” means, individually and collectively, the Chair of the Board, the County Manager, the Chief Financial Officer, and the Clerk to the Board of the County, including anyone serving as such in an interim capacity.

“*Board*” means the Board of Commissioners of the County of Durham, North Carolina.

“*Bond Order*” means the bond order authorizing the issuance of not to exceed \$240,000,000 General Obligation Refunding Bonds of the County of Durham, North Carolina adopted by the Board at a meeting held on April 27, 2026 and effective immediately upon its adoption.

“*Bonds*” means the County’s General Obligation Refunding Bonds, Series 2026B, authorized under the Bond Order.

“*Chief Financial Officer*” means the County’s Chief Financial Officer, including anyone serving as such in an interim capacity, or any successor to the function of the County’s statutory finance officer.

“*Code*” means the Internal Revenue Code of 1986, as amended, and the rulings and regulations (including temporary and proposed regulations) promulgated thereunder, or any successor statute thereto.

“*Commission*” means the Local Government Commission of North Carolina.

“*Escrow Agent*” means U.S. Bank Trust Company, National Association, and its successors and assigns, appointed as such under the Escrow Agreement.

“*Escrow Agreement*” means the Escrow Agreement between the County and the Escrow Agent related to the 2016 Bonds.

“*Federal Securities*” means, to the extent such investments qualify under Section 159-30, or any replacement statute, of the General Statutes of North Carolina as amended:

(a) direct obligations of the United States of America for the timely payment of which the full faith and credit of the United States of America is pledged;

(b) obligations, the timely payment of the principal of and interest on which is fully guaranteed as full faith and credit obligations of the United States of America (including any securities described in (a) or (b) issued or held in the name of the County in book-entry form on the books of the Department of the Treasury of the United States of America), which obligations, in either case, are held in the name of a trustee and are not subject to redemption or purchase prior to maturity at the option of anyone other than the holder;

(c) any bonds or other obligations of the State of North Carolina or of any agency, instrumentality or local governmental unit of the State of North Carolina which are (i) not callable prior to maturity or (ii) as to which irrevocable instructions have been given to the trustee or escrow agent with

respect to such bonds or other obligations by the obligor to give due notice of redemption and to call such bonds for redemption on the date or dates specified, and which are rated by Moody's, if the bonds are rated by Moody's, S&P, if the bonds are rated by S&P, and Fitch Ratings, if the bonds are rated by Fitch Ratings, within the highest rating category and which are secured as to principal, redemption premium, if any, and interest by a fund consisting only of cash or bonds or other obligations of the character described in clause (a) or (b) hereof which fund may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate;

(d) direct evidences of ownership of proportionate interests in future interest and principal payments on specified obligations described in (a) held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor on the underlying obligations described in (a), and which underlying obligations are not available to satisfy any claim of the custodian or any person claiming through the custodian or to whom the custodian may be obligated; or

(e) any other obligations permitted under the laws of the State of North Carolina for the defeasance of local government bonds.

"Fiscal Year" means a twelve-month period commencing on the first day of July of any year and ending on the 30th day of June of the succeeding year, or such other twelve-month period which may subsequently be adopted as the Fiscal Year of the County.

"Fitch Ratings" means Fitch Ratings Inc., a corporation organized and existing under the laws of the State of Delaware, its successors and their assigns, and, if such corporation for any reason no longer performs the functions of a securities rating agency, "Fitch Ratings" will refer to any other nationally recognized securities rating agency other than Moody's and S&P designated by the County.

"Moody's" means Moody's Investors Service, a corporation organized and existing under the laws of the State of Delaware, its successors and their assigns and, if such corporation for any reason no longer performs the functions of a securities rating agency, "Moody's" will be deemed to refer to any other nationally recognized rating agency other than S&P and Fitch Ratings designated by the County.

"Pricing Certificate" means the certificate of the County's Chief Financial Officer delivered in connection with the issuance of the Bonds which establishes, with respect to the Bonds, the final principal amounts, final maturity dates, final interest payment dates, deposits of the proceeds of the Bonds, the redemption provisions of the Bonds, the maturities of the Refunded Bonds to be refunded, and other terms of the Bonds, all as agreed on in the Purchase Agreement.

"S&P" means S&P Global Ratings, a business unit of Standard & Poor's Financial Services LLC, its successors and their assigns and, if such corporation for any reason no longer performs the functions of a securities rating agency, "S&P" will be deemed to refer to any other nationally recognized rating agency other than Moody's and Fitch Ratings designated by the County.

"Tax Certificate" means the Tax Certificate executed by the County in connection with the issuance of the Bonds.

"Refunded Bonds" means, collectively, the 2014 Bonds, the 2016 Bonds, and the 2023A Bond, to be redeemed in accordance with the terms of this Resolution.

“2014 Bonds” means the County’s General Obligation Public Improvement Bonds, Series 2014, originally issued in the aggregate principal amount of \$44,635,000.

“2016 Bonds” means the County’s General Obligation Refunding Bonds, Series 2016, originally issued in the aggregate principal amount of \$96,460,000.

“2023A Bond” means the County’s General Obligation Bond, Series 2023A, originally issued in the aggregate principal amount not to exceed \$185,000,000.

Section 2. The County shall issue its Bonds in an aggregate principal amount not to exceed \$240,000,000. The final principal amounts of the Bonds will be set forth in the Pricing Certificate.

Section 3. The Bonds shall be dated as of their date of issuance. The Bonds shall pay interest semiannually on June 1 and December 1, beginning December 1, 2026, unless the Chief Financial Officer establishes different dates in the Pricing Certificate. The Bonds are being issued to (1) refund all or a portion of the Refunded Bonds pursuant to and in accordance with the Bond Order, and (2) pay the costs of issuing the Bonds.

Section 4. The Bonds are payable in annual installments on June 1 in each year, unless the Chief Financial Officer establishes a different date in the Pricing Certificate. The maturities of the Bonds will be as set forth in the Pricing Certificate.

Section 5. The Bonds are to be numbered from “RB-1” consecutively and upward and shall bear interest from their date at a rate or rates which will be hereafter determined on the sale thereof computed on the basis of a 360-day year of twelve 30-day months.

Section 6. The Bonds are to be registered as to principal and interest, and the Chief Financial Officer is directed to maintain the registration records with respect thereto. The Bonds shall bear the original or facsimile signatures of the Chair of the Board or the County Manager and the Clerk to the Board or Deputy Clerk to the Board. An original or facsimile of the seal of the County is to be imprinted on each of the Bonds.

Section 7. The Bonds will initially be issued by means of a book-entry system with no physical distribution of bond certificates made to the public. One bond certificate for each maturity will be issued to The Depository Trust Company (“DTC”) and immobilized in its custody. A book-entry system will be employed, evidencing ownership of the Bonds in Authorized Denominations, with transfers of beneficial ownership effected on the records of DTC and its participants pursuant to rules and procedures established by DTC. Interest on the Bonds will be payable to DTC or its nominee as registered owner of the Bonds in immediately available funds. The principal of and interest on the Bonds will be payable to owners of Bonds shown on the records of DTC at the close of business on the 15th day of the month preceding an interest payment date or a bond payment date. The County will not be responsible or liable for maintaining, supervising or reviewing the records maintained by DTC, its participants or persons acting through such participants.

If (a) DTC determines not to continue to act as securities depository for the Bonds or (b) the Chief Financial Officer determines that the continuation of the book-entry system of evidence and transfer of ownership of the Bonds would adversely affect the interests of the beneficial owners of the Bonds, the County will discontinue the book-entry system with DTC. If the County fails to identify another qualified securities depository to replace DTC, the County will authenticate and deliver replacement bonds in accordance with DTC’s rules and procedures.

Section 8. If the Pricing Certificate designates a date for the Bonds on and after which the Bonds are subject to redemption, then such Bonds are subject to redemption before maturity, at the option of the County, from any money that may be made available for such purpose, either in whole or in part on any date on or after the date set forth in the Pricing Certificate, at the principal amount of the Bonds to be redeemed, together with interest accrued thereon to the date fixed for redemption, with such redemption premium, if any, designated for the Bonds in the Pricing Certificate.

If the Bonds are subject to optional redemption and if less than all the Bonds are called for redemption, the County shall select the maturity or maturities of the Bonds to be redeemed in such manner as the County in its discretion may determine, and DTC and its participants shall determine which Bonds within a maturity are to be redeemed in accordance with its rules and procedures (or if the Bonds are not in book-entry, the County will select by lot); *provided, however*, that the portion of any Bond to be redeemed must be in Authorized Denominations and that, in selecting Bonds for redemption, each Bond is to be considered as representing that number of Bonds which is obtained by dividing the principal amount of such Bond by \$5,000.

When the County elects to redeem any Bonds, notice of such redemption of such Bonds, stating the redemption date, redemption price, any conditions to the redemption, and identifying the Bonds or portions thereof to be redeemed and further stating that on such redemption date there are due and payable on each Bond or portion thereof so to be redeemed, the principal thereof and interest accrued to the redemption date and that from and after such date interest thereon shall cease to accrue, is to be given not less than 30 days nor more than 60 days before the redemption date in writing to DTC or its nominee as the registered owner of such Bonds, by prepaid certified or registered United States mail (or by such other means as may be permitted by DTC's rules and procedures), at the address provided to the County by DTC, but any failure or defect in respect of such mailing will not affect the validity of the redemption. If DTC, or its nominee, is not the registered owner of such Bonds, the County will give notice at the time set forth above by prepaid first class United States mail, to the then-registered owners of such Bonds or portions thereof to be redeemed at the last address shown on the registration books kept by the County. The County will also mail or transmit by facsimile or electronic submission a copy of the notice of redemption within the time set forth above (1) to the Commission and (2) to the Municipal Securities Rulemaking Board (the "MSRB") through the Electronic Municipal Market Access system or other electronic format as prescribed by the MSRB, but any failure or defect in respect thereto will not affect the validity of the redemption.

Notwithstanding the foregoing, (1) if notice is properly given, the failure to receive an appropriate notice shall not affect the validity of the proceedings for such redemption, (2) the failure to give any such notice or any defect therein shall not affect the validity of the proceedings for the redemption of the Bonds or portions thereof with respect to which notice was correctly given, and (3) the failure to give any such notice to the Commission or the MSRB, or any defect therein, shall not affect the validity of any proceedings for the redemption of the Bonds.

Any notice mailed as provided in this Section is conclusively presumed to have been duly given, whether or not the registered owner thereof receives the notice.

In the case of an optional redemption of the Bonds, the redemption notice may state that (1) it is conditioned upon the deposit of money on the redemption date at the time and in an amount equal to the amount necessary to effect the redemption and such notice will be of no effect unless such money is so deposited, and (2) the County retains the right to rescind the redemption notice on or prior to the scheduled redemption date, and such notice and optional redemption shall be of no effect if such money is not so deposited or if the notice is rescinded as described below.

Any scheduled redemption of Bonds or portions thereof may be rescinded in whole or in part at any time prior to the redemption date if the County delivers written notice of such rescission to the affected owners of the Bonds. Any Bonds where redemption has been rescinded shall remain outstanding, and the rescission shall not constitute an event of default. Further, the failure of the County to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the County shall give immediate notice to the affected owners of the Bonds that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

The Bonds may be sold as term bonds and, if so, will be subject to mandatory sinking fund redemption as set forth in the Pricing Certificate.

Section 9. The Bonds and the provisions for the registration of the Bonds and for the approval of the Bonds by the Secretary of the Local Government Commission are to be in substantially the form set forth in the Appendix A hereto, the terms of which may be changed by the Pricing Certificate.

Section 10. The County covenants that it will not take or permit, or omit to take or cause to be taken, any action that would adversely affect the exclusion from gross income of the recipient thereof for federal income tax purposes of the interest on the Bonds, and, if it should take or permit, or omit to take or cause to be taken, any such action, the County will take or cause to be taken all lawful actions within its power necessary to rescind or correct such actions or omissions promptly upon having knowledge thereof. The County acknowledges that the continued exclusion of interest on the Bonds from the owner's gross income for federal income tax purposes depends, in part, on compliance with the arbitrage limitations imposed by Section 148 of the Code. The County covenants that it will comply with all the requirements of Section 148 of the Code, including the rebate requirements, and that it will not permit at any time any of the proceeds of the Bonds or other funds under its control to be used, directly or indirectly, to acquire any asset or obligation, the acquisition of which would cause the Bonds to be "arbitrage bonds" for purposes of Section 148 of the Code.

Section 11. The Chief Financial Officer is hereby authorized to execute the Tax Certificate to comply with Section 148 of the Code and the applicable Income Tax Regulations thereunder.

Section 12. From the proceeds of the sale of the Bonds, the State Treasurer shall transfer or cause to be transferred on the date the Bonds are issued (1) to the County, which shall transfer such proceeds to DTC or its nominee, as registered owner of the 2014 Bonds, an amount designated in the Pricing Certificate, to refund all or a portion of the 2014 Bonds; (2) to the Escrow Agent for deposit in the Escrow Fund (as defined in the Escrow Agreement) created under the Escrow Agreement, an amount designated in the Pricing Certificate to refund all or a portion of the 2016 Bonds; (3) to Bank of America, National Association, as holder of the 2023A Bond, an amount designated in the Pricing Certificate to redeem in full the 2023A Bond; and (4) to the County, the balance of the proceeds from the sale of the Bonds. Any proceeds of the Bonds to be used to pay the costs of issuance of the Bonds shall be accounted for in a separate segregated account held by the County and invested and reinvested by the Chief Financial Officer as permitted by the laws of the State of North Carolina. The Chief Financial Officer shall keep and maintain adequate records pertaining to such account and all disbursements therefrom so as to satisfy the requirements of the laws of the State of North Carolina and to assure that the County maintains its covenants with respect to the exclusion of the interest on the Bonds from gross income for purposes of federal income taxation. To the extent any funds remain in such account within 90 days after the Bonds are issued (or sooner at the discretion of the Chief Financial Officer), the Chief Financial Officer may use such proceeds for any lawful purpose.

Section 13. Actions taken by officials of the County to select paying and transfer agents, and a bond registrar, or alternate or successor agents and registrars pursuant to Section 159E-8 of the Registered Public Obligations Act, Chapter 159E of the General Statutes of North Carolina, as amended, are hereby authorized and approved.

Section 14. The Commission is hereby requested to sell the Bonds through a negotiated sale to the Underwriters pursuant to the terms of the Purchase Agreement. The form and content of the Purchase Agreement are approved and confirmed, and the Authorized Officers are authorized, empowered and directed, individually and collectively, to execute and deliver the Purchase Agreement for and on behalf of the County, including necessary counterparts, in substantially the form and content presented to the Board, but with such changes, modifications, additions or deletions therein as they may deem necessary, desirable or appropriate, the execution thereof to constitute conclusive evidence of the Board's approval of any and all such changes, modifications, additions or deletions therein. From and after the execution and delivery of the Purchase Agreement, the Authorized Officers are authorized, empowered and directed, individually and collectively, to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Purchase Agreement as executed.

Section 15. The form and content of the Escrow Agreement are approved and confirmed, and the Authorized Officers are authorized, empowered and directed, individually and collectively, to execute and deliver the Escrow Agreement for and on behalf of the County, including necessary counterparts, in substantially the form and content presented to the Board, but with such changes, modifications, additions or deletions therein as they may deem necessary, desirable or appropriate, the execution thereof to constitute conclusive evidence of the Board's approval of any and all such changes, modifications, additions or deletions therein. From and after the execution and delivery of the Escrow Agreement, the Authorized Officers are authorized, empowered and directed, individually and collectively, to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Escrow Agreement as executed.

Section 16. The Authorized Officers are each authorized, empowered and directed to cause the Bonds to be prepared and, when they shall have been duly sold by the Commission, to execute the Bonds and to turn the Bonds over to the registrar and transfer agent of the County for delivery through the facilities of DTC to the Underwriters.

Section 17. The form and content of the Official Statement are authorized, approved and confirmed, and the Authorized Officers are authorized, empowered and directed, individually and collectively, to deliver the Official Statement in substantially the form and content presented to the Board, but with such changes, modifications, additions or deletions therein as the Authorized Officers may deem necessary, desirable or appropriate, the delivery thereof to constitute conclusive evidence of the Board's approval of any and all such changes, modifications, additions or deletions therein.

Section 18. The Authorized Officers are authorized, empowered and directed to execute and deliver for and on behalf of the County any and all additional certificates, documents, opinions or other papers and perform all other acts as may be required by the documents contemplated hereinabove or as may be deemed necessary or appropriate in order to implement and carry out the intent and purposes of this Resolution. The Authorized Officers are authorized, individually and collectively, to select any additional co-managing underwriters for the Bonds if they determine such selection to be in the best interest of the County.

Section 19. With respect to the Bonds, the County agrees, in accordance with Rule 15c2-12 (the "Rule") promulgated by the Securities and Exchange Commission (the "SEC") and for the benefit of

the registered owners and beneficial owners of the Bonds, to provide to the MSRB:

(a) by not later than seven months after the end of each Fiscal Year beginning with the Fiscal Year ending June 30, 2026, the audited financial statements of the County for such Fiscal Year, if available, prepared in accordance with Section 159-34 of the General Statutes of North Carolina, as it may be amended from time to time, or any successor statute, or if such audited financial statements are not then available, unaudited financial statements of the County for such Fiscal Year to be replaced subsequently by audited financial statements of the County to be delivered within 15 days after such audited financial statements become available for distribution;

(b) by not later than seven months after the end of each Fiscal Year, beginning with the Fiscal Year ending June 30, 2026, the financial and statistical data as of a date not earlier than the end of such Fiscal Year for the type of information included in the tables under the captions “**THE COUNTY--DEBT INFORMATION**” and “**---TAX INFORMATION**” (excluding information on overlapping and underlying units) in the Official Statement, to the extent such items are not included in the audited financial statements referred to in clause (a) above;

(c) in a timely manner not in excess of 10 business days after the occurrence of the event, notice of any of the following events with respect to the Bonds:

- (1) principal and interest payment delinquencies;
- (2) non-payment related defaults, if material;
- (3) unscheduled draws on the debt service reserves reflecting financial difficulties;
- (4) unscheduled draws on any credit enhancements reflecting financial difficulties;
- (5) substitution of any credit or liquidity providers, or their failure to perform;
- (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds or other material events affecting the tax status of the Bonds;
- (7) modification of the rights of the beneficial owners of the Bonds, if material;
- (8) call of any of the Bonds for redemption, other than mandatory sinking fund redemption, if material, and tender offers;
- (9) defeasance of any of the Bonds;
- (10) release, substitution or sale of any property securing repayment of the Bonds, if material;

- (11) rating changes;
 - (12) bankruptcy, insolvency, receivership or similar event of the County;
 - (13) the consummation of a merger, consolidation, or acquisition involving the County or the sale of all or substantially all of the assets of the County, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to such actions, other than pursuant to its terms, if material;
 - (14) the appointment of a successor or additional trustee, or the change in the name of a trustee, if material;
 - (15) incurrence of a financial obligation of the County, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the County, any of which affect security holders, if material; and
 - (16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the County, any of which reflect financial difficulties; and
- (d) in a timely manner, notice of a failure of the County to provide required annual financial information described in (a) or (b) above on or before the date specified.

For purposes of this undertaking, “*financial obligation*” means (a) a debt obligation, (b) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (c) a guarantee of either clause (a) or (b) above. The term “*financial obligation*” shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

The County agrees to provide all documents described in this Section in an electronic format as prescribed by the MSRB and accompanied by identifying information as prescribed by the MSRB. The County may discharge its undertaking described above by providing such information in a manner the SEC subsequently authorizes in lieu of the manner described above.

The County agrees that its undertaking under this Section is intended to be for the benefit of the registered owners and the beneficial owners of the Bonds and is enforceable by any of the registered owners and the beneficial owners of the Bonds then outstanding, including an action for specific performance of the County’s obligations under this Section, but a failure to comply will not be an event of default and will not result in acceleration of the payment of the Bonds. An action must be instituted, had and maintained in the manner provided in this Section for the benefit of all of the registered owners and beneficial owners of the Bonds.

The County may modify from time to time, consistent with the Rule, the information provided or the format of the presentation of such information, to the extent necessary or appropriate in the judgment of the County, but:

- (1) any such modification may only be made in connection with a change in

circumstances that arises from a change in legal requirements, change in law or change in the identity, nature or status of the County;

(2) the information to be provided, as modified, would have complied with the requirements of the Rule as of the date of the Official Statement, after taking into account any amendments or interpretations of the Rule as well as any changes in circumstances; and

(3) any such modification does not materially impair the interest of the registered owners or the beneficial owners, as determined by nationally recognized bond counsel or by the approving vote of the registered owners of a majority in principal amount of the Bonds then outstanding.

Any annual financial information containing modified operating data or financial information will explain, in narrative form, the reasons for the modification and the impact of the change in the type of operating data or financial information being provided.

The provisions of this Section terminate on payment, or provision having been made for payment in a manner consistent with the Rule, in full of the principal of and interest on the Bonds.

Section 20. Portions of this Resolution, other than Section 19, may be amended or supplemented from time to time without the consent of the registered owner of the Bonds if, in the opinion of nationally recognized bond counsel, such amendment or supplement would not adversely affect the interests of the owner of the Bonds and would not cause the interest on the Bonds to be included in the gross income of a recipient thereof for federal income tax purposes. This Resolution may be amended or supplemented with the consent of the owners of a majority in aggregate principal amount of the outstanding Bonds, exclusive of Bonds, if any, owned by the County; *provided, however*, a modification or amendment (1) may not, without the express consent of the owner of any Bond, reduce the principal amount of such Bond, reduce the interest rate payable on such Bond, extend its maturity or the times for paying interest, change the monetary medium in which principal and interest is payable or reduce the percentage of consent required for amendment or modification and (2) as to an amendment to Section 19, must be limited as described therein.

Any act done pursuant to a modification or amendment consented to by the owners of the Bonds is binding on all owners of the Bonds and will not be deemed an infringement of any of the provisions of this Resolution, whatever the character of the act may be, and may be done and performed as fully and freely as if expressly permitted by the terms of this Resolution, and after consent has been given, no owner of a Bond has any right or interest to object to the action, to question its propriety or to enjoin or restrain the County from taking any action pursuant to a modification or amendment.

If the County proposes an amendment or supplemental resolution to this Resolution requiring the consent of the owners of the Bonds, the County shall cause notice of the proposed amendment to be sent to each owner of the Bonds then outstanding by first-class mail, postage prepaid, to the address of such owner as it appears on the registration books (or by such other means acceptable to the registered owner), but the failure to receive such notice by mailing by any owner, or any defect in the mailing thereof, will not affect the validity of any proceedings pursuant hereto. Such notice shall briefly set forth the nature of the proposed amendment and shall state that copies thereof are on file at the principal office of the County for inspection by all owners of the Bonds. If, within 60 days or such longer period as shall be prescribed by the County following the giving of such notice, the owners of a majority in aggregate principal amount of Bonds then

outstanding have consented to the proposed amendment, the amendment will be effective as of the date stated in the notice.

Section 21. Nothing in this Resolution precludes (a) the payment of the Bonds from the proceeds of refunding bonds or (b) the payment of the Bonds from any legally available funds.

If the County causes to be paid, or has made provisions to pay, on maturity or on redemption before maturity, to the owners of the Bonds the principal of the Bonds (including interest to become due thereon) and, premium, if any, on the Bonds, through setting aside trust funds or setting apart in a reserve fund or special trust account created pursuant to this Resolution or otherwise, or through the irrevocable segregation for that purpose in some sinking fund or other fund or trust account with an escrow agent or otherwise, money sufficient therefor, including, but not limited to, interest earned or to be earned on Federal Securities, then, to the extent permitted by law, such Bonds shall be considered to have been discharged and satisfied, and the principal of the Bonds (including premium, if any, and interest thereon) shall no longer be deemed to be outstanding and unpaid; provided, however, that nothing in this Resolution requires the deposit of more than such Federal Securities as may be sufficient, taking into account both the principal amount of such Federal Securities and the interest to become due thereon, to implement any such defeasance.

If such a defeasance occurs and after the County receives an opinion of a nationally recognized accounting or verification firm that the segregated money or Federal Securities together with interest earnings thereon are sufficient to effect a defeasance, the County shall execute and deliver all such instruments as may be necessary to effect such a defeasance and desirable to evidence such release, discharge and satisfaction. The County shall notify the owners of the Bonds that such money is so available for such payment.

Section 22. All acts and doings of the Authorized Officers that are in conformity with the purposes and intents of this Resolution and in the furtherance of the issuance of the Bonds and the execution, delivery and performance of the Purchase Agreement and the Escrow Agreement are ratified, approved and confirmed.

Section 23. If any one or more of the agreements or provisions herein contained is held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or for any reason whatsoever is held invalid, then such covenants, agreements or provisions are null and void and separable from the remaining agreements and provisions and will in no way affect the validity of any of the other agreements and provisions hereof or of the Bonds authorized hereunder.

Section 24. All resolutions or parts thereof of the Board in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

Section 25. This Resolution is effective on its adoption.

On motion duly made and seconded, the foregoing resolution entitled “**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF DURHAM, NORTH CAROLINA PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED \$240,000,000 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2026B OF THE COUNTY OF DURHAM, NORTH CAROLINA**” was duly adopted by the following vote:

AYES:

NAYS:

APPENDIX A
FORM OF BOND

No. RB-

\$

UNITED STATES OF AMERICA
STATE OF NORTH CAROLINA
COUNTY OF DURHAM

<u>INTEREST</u> <u>RATE</u>	<u>MATURITY DATE</u>	<u>DATED DATE</u>	<u>CUSIP</u>
	JUNE 1, 20__	AUGUST 13, 2026	266705__

REGISTERED OWNER: **CEDE & Co.**

PRINCIPAL SUM: _____ **DOLLARS**

GENERAL OBLIGATION REFUNDING BOND, SERIES 2026B

THE COUNTY OF DURHAM, NORTH CAROLINA (the “County”) acknowledges itself indebted and for value received hereby promises to pay to the Registered Owner named above, on the Maturity Date specified above, on surrender hereof, the Principal Sum shown above and to pay to the Registered Owner hereof interest thereon from the date of this Bond until it shall mature at the Interest Rate per annum specified above, payable on December 1, 2026 and semiannually thereafter on June 1 and December 1 of each year. Principal of and interest on this Bond are payable in immediately available funds to The Depository Trust Company (“DTC”) or its nominee as registered owner of the Bonds and is payable to the owner of the Bonds shown on the records of DTC at the close of business on the 15th day of the month preceding an interest payment date or a bond payment date. The County is not responsible or liable for maintaining, supervising or reviewing the records maintained by DTC, its participants or persons acting through such participants.

This Bond is issued in accordance with the Registered Public Obligations Act, Chapter 159E of the General Statutes of North Carolina, and pursuant to The Local Government Bond Act, each as amended, and a bond order adopted by the Board of Commissioners of the County at a meeting held on April 27, 2026 and effective immediately upon its adoption. The Bonds are issued to provide funds to pay the costs (1) to refund all or a portion of the County’s General Obligation Public Improvement Bonds, Series 2014, General Obligation Refunding Bonds, Series 2016, and General Obligation Bond, Series 2023A; and (2) incurred in connection with the issuance of the Bonds.

[to insert redemption language, if any]

It is hereby certified and recited that all conditions, acts and things required by the Constitution or statutes of the State of North Carolina to exist, be performed or happen precedent to or in the issuance of this Bond, exist, have been performed and have happened, and that the amount of this Bond, together with all other indebtedness of the County, is within every debt and other limit prescribed by said Constitution or statutes. The faith and credit of the County are hereby pledged to the punctual payment of the principal of and interest on this Bond in accordance with its terms.

This Bond is not valid or obligatory for any purpose until the certification hereon has been signed by an authorized representative of the Local Government Commission.

IN WITNESS WHEREOF, the County has caused this Bond to bear the original or facsimile of the signatures of the Chair of the Board of Commissioners of the County and the Clerk to the Board of Commissioners of the County and an original or facsimile of the seal of the County to be imprinted hereon and this Bond to be dated as of the Dated Date above.

(SEAL)

Clerk to the
Board of Commissioners

Chair,
Board of Commissioners

Date of Execution: August 13, 2026

The issue hereof has been approved under the
provisions of The Local Government Bond Act.

Denise L. Canada
Secretary of the Local Government Commission

FORM OF ASSIGNMENT

ASSIGNMENT

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

(Please print or typewrite Name and Address,
including Zip Code, and Federal Taxpayer Identification or
Social Security Number of Assignee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

Attorney to register the transfer of the within Bond on the books kept for registration thereof,
with full power of substitution in the premises.

Dated: _____

Signature guaranteed by:

NOTICE: Signature must be guaranteed by a Participant in the Securities Transfer Agent Medallion Program (“*Stamp*”) or similar program.

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

TRANSFER FEE MAY BE REQUIRED

STATE OF NORTH CAROLINA)
)
COUNTY OF DURHAM) ss:

I, Monica W. Wallace, Clerk to the Board of Commissioners of the County of Durham, North Carolina, **DO HEREBY CERTIFY** the attached to be a true and correct copy of a Resolution entitled “**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF DURHAM, NORTH CAROLINA PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED \$240,000,000 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2026B OF THE COUNTY OF DURHAM, NORTH CAROLINA**” adopted by the Board of Commissioners of the County of Durham, North Carolina, at a meeting held on April 27, 2026.

WITNESS my hand and the corporate seal of the County of Durham, North Carolina, this the ____ day of April, 2026.

Monica W. Wallace
Clerk to the Board of Commissioners
County of Durham, North Carolina