

BOND PURCHASE AND ADVANCE AGREEMENT

July 29, 2026

\$185,000,000

**County of Durham, North Carolina
General Obligation Bond, Series 2026C
(Draw Program)**

PNC Bank, National Association
301 Fayetteville St., Ste. 2100
Raleigh, NC 27601

Ladies and Gentlemen:

The Local Government Commission of North Carolina (the “*Commission*”), a division of the Department of the Treasurer of the State of North Carolina (the “*State Treasurer*”), proposes to sell to Bank of America, N.A. (the “*Purchaser*”), with the approval of the County of Durham, North Carolina (the “*County*”), the County of Durham, North Carolina General Obligation Bond, Series 2026C (the “*2026 Bond*”) in an amount not to exceed \$185,000,000. The 2026 Bond will be issued pursuant to (a) Article 4, as amended, of Chapter 159 of the General Statutes of North Carolina (the “*Local Government Bond Act*”), (b) a bond order authorizing the County to issue general obligation bonds to finance certain school facilities and the necessary land, furnishings and equipment therefor adopted by the Board of Commissioners of the County (the “*Board*”) on July 11, 2022 and approved by a majority of voters at a referendum held on November 8, 2022 (the “*School Bond Order*”), (c) a bond order authorizing the County to issue general obligation bonds to finance certain facilities for Durham Technical Community College adopted by the Board on July 11, 2022 and approved by a majority of voters at a referendum held on November 8, 2022 (the “*Community College Bond Order*”), (d) a bond order authorizing the County to issue general obligation bonds to finance certain facilities for the North Carolina Museum of Life and Science adopted by the Board on July 11, 2022 and approved by a majority of voters at a referendum held on November 8, 2022 (the “*Museum Bond Order*” and, together with the School Bond Order and the Community College Bond Order, the “*Bond Orders*”), and (e) a resolution relating to the 2026 Bond adopted by the Board on June 22, 2026 (the “*2026 Bond Resolution*”).

The aggregate amount advanced under the 2026 Bond shall not exceed the Facility Amount, as defined in Schedule I. The 2026 Bond shall be issued as a single bond registered in the name of the Purchaser, shall evidence an initial advance of funds by the Purchaser to the County in the amount specified by written notice from the County to the Purchaser in the form of Exhibit B hereto, delivered at the time this Agreement is executed (the “*Initial Advance*”), as well as each additional Advance, shall be dated the date of delivery thereof, shall mature and be payable as provided herein and in the 2026 Bond Resolution, subject to the right of prior prepayment as provided in the 2026 Bond Resolution, and shall bear interest and shall have such other terms and provisions as provided herein and in the 2026 Bond Resolution. Each capitalized term used and not otherwise defined in the body of this Agreement has (1) the meaning given to such term in Schedule I to this Agreement or (2) to the extent not defined in Schedule I to this Agreement, the meaning given to such term in the 2026 Bond Resolution.

Section 1. Agreement to Purchase; Advances. The Purchaser agrees to purchase the 2026 Bond from the Commission by making the Initial Advance and to fund each additional Advance during the period from the date hereof to the Advance Termination Date in accordance with the provisions of the 2026 Bond Resolution and subject to satisfaction of the terms of this Agreement. On satisfaction of the terms and conditions of this Agreement and the 2026 Bond Resolution, the Purchaser shall make one or more

Advances to or upon the direction of the County. To request an Advance (other than the Initial Advance, which shall be made on the Closing Date, as hereinafter defined), the County shall submit a Request for Advance, properly completed and signed by a Responsible Officer, to the Purchaser by email, delivered as described in Section 5 or by telephone call confirmed by email delivered as described in Section 5. If the Purchaser receives a Request for Advance on a Business Day and all conditions to such Advance set forth in this Agreement (including those specified in this Section 1 and Section 4) and the 2026 Bond Resolution are satisfied, the Purchaser will make such Advance by 5:00 p.m. on the second Business Day following the date on which the Purchaser received such Request for Advance, or such later date as specified in such Request for Advance. Not more than one Request for Advance may be made under the 2026 Bond in any calendar month. Additional Advances shall be paid by the Purchaser in immediately available funds as directed by the County in the related Request for Advance. The obligation of the Purchaser to make Advances is subject to satisfaction of the following conditions:

- (a) No Event of Default or other event that with the giving of notice or the passage of time or both would become an Event of Default shall have occurred and be continuing;
- (b) Receipt by the Purchaser of a Request for Advance as described in this Section 1;
- (c) The amount of the requested Advance shall (i) be in an amount of at least \$1,000,000 and increments of \$100,000 in excess thereof (provided that such requirement shall not apply to the Initial Advance), and (ii) shall not exceed an amount equal to (A) \$185,000,000 less (B) the sum of all previous Advances;
- (d) The Advance requested shall be made on or prior to the Full Funding Date; and
- (e) All representations and warranties of the County in this Agreement shall be true and correct and shall be deemed made on the date of the Request for Advance.

Section 2. *Initial Advance; Delivery of the 2026 Bond.* The Purchaser shall make the Initial Advance on the date hereof upon satisfaction of the conditions set forth herein, including those set forth in Sections 4 and 6. The Initial Advance shall be paid in immediately available funds by the Purchaser to the Paying Agent to be used in accordance with the 2026 Bond Resolution. The 2026 Bond shall be delivered by the County to the Purchaser on the date hereof upon the Purchaser making the Initial Advance. In connection with the delivery of the 2026 Bond, the Purchaser will provide to the County and the Commission a letter in substantially the form attached hereto as Exhibit A.

Section 3. *Obligation of the County.* The 2026 Bond is a general obligation of the County to which it has pledged its faith and credit. The County hereby agrees to make prompt and full payment of all amounts due and owing to the Purchaser under this Agreement, the 2026 Bond and the other Related Documents and to pay all amounts due and owing to the Purchaser, with interest thereon at the rate or rates provided in this Agreement, the 2026 Bond or the other Related Documents. The County agrees to pay to the Purchaser principal and interest on the 2026 Bond in the amounts and at the times set forth in the 2026 Bond and the 2026 Bond Resolution. In addition, the County agrees to pay the following:

- (a) From and after the occurrence of an Event of Default, the County agrees to pay to the Purchaser, on demand, interest on any and all amounts due and owing by the County under this Agreement, the 2026 Bond or the other Related Documents from and after the earlier of (i) the date amounts owed hereunder are due and not paid and (ii) the occurrence and continuance of an Event of Default, but only for so long as such amounts due remain unpaid or such Event of Default continues, at the Default Rate. The obligations of the County under this Section shall survive the termination of this Agreement and the payment in full of the 2026 Bond.

(b) (i) In the event a Determination of Taxability occurs, in addition to (but not in duplication of) the amounts required to be paid pursuant to the Related Documents, the County hereby agrees to pay, to the Purchaser and any other Owner, as applicable, on demand therefor (A) an amount equal to the difference between (1) the amount of interest paid to the Purchaser and such other Owner on the 2026 Bond during the Taxable Period and (2) the amount of interest that would have been paid to the Purchaser and such other Owner during such Taxable Period had the 2026 Bond borne the Taxable Rate, and (B) an amount equal to any interest, penalties or charges owed by the Purchaser and such other Owner as a result of interest on the 2026 Bond becoming includable in the gross income of the Purchaser or such other Owner, together with any and all attorneys' fees, court costs, or other out-of-pocket costs incurred by the Purchaser or such other Owner in connection therewith.

(ii) Subject to the provisions of subsection (iii) below, the Purchaser or such other Owner, as applicable, shall afford the County the opportunity, at the County's sole cost and expense, to contest any challenge to the validity of the tax exemption with respect to the interest on the 2026 Bond, including the right to direct the necessary litigation contesting such challenge (including administrative audit appeals).

(iii) As a condition precedent to the exercise by the County of its right to contest set forth in subsection (ii) above, the County shall, on demand, immediately reimburse the Purchaser and such other Owner, as applicable, for (A) any and all expenses (including attorneys' fees for services that may be required or desirable, as determined by the Purchaser and such other Owner, as applicable, in their sole discretion) that may be incurred by the Purchaser and such other Owner, as applicable, in connection with any such contest, and (B) any and all penalties or other charges payable by the Purchaser and such other Owner, as applicable, for failure to include such interest in its gross income.

(iv) The obligations of the County under this Section shall survive the termination of this Agreement and the payment in full of the 2026 Bond.

(c) The County shall pay within 30 days after demand all of the Purchaser's out-of-pocket expenses (including, without limitation, fees and expenses of counsel or other reasonably required consultants to the Purchaser) arising in connection with the enforcement or administration of, or preservation of rights (including in any bankruptcy or insolvency proceeding or any workout) in connection with, this Agreement or the Related Documents.

(d) All payments of principal, interest and any other sums due hereunder and under the 2026 Bond shall be made in the amounts required hereunder and under the 2026 Bond and the Related Documents without any reduction or setoff, notwithstanding the assertion of any right of recoupment or setoff or of any counterclaim by the County (which are hereby waived by the County), and without any withholding on account of taxes, levies, duties or any other deduction whatsoever. If the County is required by law to withhold or deduct any sum from payments required under this Agreement or under the 2026 Bond, the County shall, to the extent permitted by Applicable Law, increase the amount paid by it to the Purchaser so that, after all withholdings and deductions, the amount received by the Purchaser shall equal the amount the Purchaser would have received without any such withholding or deduction.

(e) All payments by or on behalf of the County to the Purchaser hereunder and under the 2026 Bond shall be fully earned when due and nonrefundable when paid and made in lawful currency of the United States of America and in immediately available funds. Amounts payable to the Purchaser hereunder and under the 2026 Bond shall be transferred to the Purchaser at such

account as the Purchaser may specify from time to time in writing to the County or the Paying Agent. Any payment received by the Purchaser after 3:30 p.m. on the date payment is due shall be deemed to have been received by the Purchaser on the next Business Day. If any payment hereunder or under the 2026 Bond is due on a day that is not a Business Day, then such payment shall be due on the next succeeding Business Day, and, in the case of the computation of the interest or fees hereunder, such extension of time shall, in such case, be included in the computation of the payment due hereunder. Payments received by the Purchaser shall be applied, first, to any fees, costs, charges or expenses payable by the County under this Agreement; second, to past due interest; third, to current interest; and, fourth, to principal.

(f) The Purchaser shall maintain in accordance with its usual practice an account or accounts evidencing the indebtedness of the County and the amounts payable and paid from time to time hereunder. In any legal action or proceeding in respect of this Agreement, the entries made in such account or accounts shall be presumptive evidence of the existence and amounts of the obligations of the County therein recorded. The failure to record any such amount shall not, however, limit or otherwise affect the obligations of the County hereunder to repay all amounts owed hereunder, together with all interest accrued thereon as provided herein.

Section 4. The obligation of the Purchaser to purchase the 2026 Bond by making the Initial Advance is subject to the conditions precedent that the Purchaser shall have received, on or before the date hereof (the “*Closing Date*”), the items listed below in this Section, each dated and in form and substance as is satisfactory to the Purchaser. However, should the Purchaser purchase the 2026 Bond prior to its receipt and approval of any of the following items, such purchase shall not be deemed to be a waiver of any documentary requirement.

(a) The following County documents:

(i) A copy of the 2026 Bond Resolution, certified by the Clerk to the Board as being true and complete and in full force and effect on the Closing Date;

(ii) A copy of the Bond Orders, certified by the Clerk to the Board as being true and complete and in full force and effect on the Closing Date; and

(iii) A certificate of the County certifying the names and signatures of the persons authorized to sign, on behalf of the County, this Agreement, the Related Documents to which it is a party, Requests for Advances and the other documents to be delivered by it hereunder or thereunder.

(b) The following financing documents:

(i) An executed original of this Agreement; and

(ii) The 2026 Bond.

(c) The following opinions, addressed to the Purchaser or on which the Purchaser is otherwise expressly authorized to rely:

(i) From counsel to the County, one or more opinions as to the due adoption of the 2026 Bond Resolution and the Bond Orders and the due authorization, execution and delivery of this Agreement and any other Related Document to which the County is a party, their validity, binding effect and enforceability and such other customary matters as the Purchaser may reasonably request;

(ii) From Bond Counsel, in customary form, an opinion to the effect that (A) the 2026 Bond has been duly authorized and validly issued, and (B) interest on the 2026 Bond will be excludable from gross income of the Owners thereof for federal tax purposes, subject to usual and customary exceptions acceptable to Purchaser; and

(iii) Each other opinion delivered by any Person pursuant to the Related Documents.

(d) A certificate signed by a principal officer of the County, stating that on and as of the Closing Date (i) the County is not in default under or in violation of (A) the Related Documents, or (B) any law, indenture, mortgage, lien, agreement, contract, deed, lease, loan agreement, note, order, judgment, decree or other instrument or restriction of any kind or character to which it is a party or by which it or its properties are or may be bound, or to which it or any of its assets is subject, which default would have a Material Adverse Effect on the condition, financial or otherwise, of the County; (ii) neither the County's execution and delivery of, nor the County's performance of its obligations under, the 2026 Bond and the Related Documents will conflict in any material respect with or result in a breach of, or constitute a default under, any of the documents described in clauses (A) and (B) of item (i) above; (iii) the audited financial reports of the County for the Fiscal Year ended June 30, 2025, previously supplied to the Purchaser, fairly present the financial position of the County for the period specified, and such financial reports and statements have been prepared in conformity with GAAP consistently applied in all material respects for the period involved, except as may otherwise be stated in the notes thereto; (iv) since the date of the audited financial reports referred to in the preceding clause, there has been no Material Adverse Change in the business, properties, financial position or results of operations of the County, whether or not arising from transactions in the ordinary course of business, and since such dates, except in the ordinary course of business or as disclosed on the MSRB's Electronic Municipal Market Access webpage or otherwise disclosed in writing to the Purchaser, the County has not entered into any transaction or incurred any liability material as to the County; (v) there is no litigation or any other proceeding before any court or Governmental Authority pending or, to the best of such officer's knowledge, threatened against or affecting the County or any members of the Board (nor, to the best of such officer's knowledge, is there any basis therefor), restraining or enjoining or seeking to restrain or enjoin the sale, execution or delivery of the 2026 Bond, or in any way contesting or affecting the validity of the Bond Orders, the 2026 Bond Resolution or the 2026 Bond or any proceedings of the County taken with respect to the sale thereof, or wherein an unfavorable decision, ruling or finding would materially and adversely affect (A) the transactions contemplated by this Agreement, (B) the organization, existence or powers of the County or the title to the office of any of the members of the Board, (C) the business, properties or assets or the condition, financial or otherwise, of the County, (D) the validity or enforceability of the Related Documents or (E) the tax status of the 2026 Bond; (vi) each representation and warranty on the part of the County contained in this Agreement and the Related Documents is true and correct as though made on and as of the Closing Date; (vii) no Event of Default, or any event which with the giving of notice or the passage of time or both would constitute an Event of Default has occurred and is continuing or would result from the execution or performance of this Agreement or the Related Documents to which the County is a party; and (viii) no petition by or against the County has at any time been filed under the Bankruptcy Code or under any similar law.

(e) Such other instruments, documents and opinions as the Purchaser shall reasonably require to evidence and secure the obligations of the County under this Agreement and the Related Documents and to comply with the provisions of this Agreement and the Related Documents and the requirements of any Governmental Authority to which the Purchaser or the County is subject.

(f) On or prior to the Closing Date, the County shall have paid all costs and expenses of the Purchaser in connection with the execution and delivery of this Agreement, the Related Documents and any other documents delivered in connection with any of the foregoing.

Section 5. All notices, requests, demands, directions and other communications (collectively, “Notices”) under the provisions of this Agreement shall be in writing (including facsimile communication), unless otherwise expressly permitted hereunder, and shall be properly addressed and sent by registered or certified mail or by express courier for next Business Day delivery or, to the extent expressly permitted herein, by email, and shall be deemed received as follows: (a) if by registered or certified mail, five days after mailing; (b) if by express courier, on the next Business Day; and (c) if by email, when confirmation of receipt is obtained if prior to 5:00 p.m. local time a Business Day, and otherwise, on the next Business Day; *provided* that service of a Notice prescribed by any Applicable Law shall be considered complete when the requirements of such Applicable Law are met. All Notices shall be sent to the applicable party at the following address or in accordance with the last unrevoked written direction from such party to the other party hereto:

If to the Commission:

By personal delivery or first class mail:

Local Government Commission
3200 Atlantic Avenue
Raleigh, North Carolina 27604
Attention: Secretary

If to the Purchaser:

PNC Bank, National Association
301 Fayetteville St., Ste. 2100
Raleigh, North Carolina 27601
Attention: Kyle Huber, Senior Vice President
Telephone: (919) 838-3474
Email: kyle.huber@pnc.com

If to the Purchaser for draw requests:

PNC Bank, National Association
301 Fayetteville Street, Suite 2100
Raleigh, North Carolina 27601
Attention: Kyle Huber, Senior Vice President
Telephone: (919) 838-3474
Email: kyle.huber@pnc.com

If to the County:

County of Durham, North Carolina
201 East Main Street, 7th Floor
Administration Building II
Durham, North Carolina 27701
Attention: Chief Financial Officer
Telephone: (919) 560-0049

Email: cwright@dconc.gov

The foregoing parties may specify additional or alternative addresses for the delivery of notices hereunder and under the Related Documents by the delivery of written notice to the other parties listed above pursuant to this Section.

Section 6. To induce the Purchaser to enter into this Agreement and make the Initial Advance and each additional Advance hereunder:

(a) The Commission represents and warrants that:

(i) It is duly organized and validly existing as a division of the Department of the Treasurer of the State of North Carolina, vested with the rights and powers conferred upon it pursuant the Local Government Bond Act.

(ii) It has full power and authority to approve the issuance and provide for the sale of the 2026 Bond as provided in this Agreement and the Commission has taken or will take all action required by the Local Government Bond Act and other Applicable Law in connection therewith.

(iii) It has duly authorized the execution and delivery of this Agreement and has taken or will take all action necessary or appropriate to carry out the sale and delivery of the 2026 Bond to the Purchaser.

(iv) The execution and delivery of this Agreement and the performance by the Commission of its obligations hereunder are within the powers of the Commission.

(v) No consent, approval, authorization or order of any Governmental Authority is required to be obtained by the Commission as a condition precedent to the issuance or sale of the 2026 Bond or the execution and delivery of this Agreement or the performance by the Commission of its obligations hereunder (provided no representation or warranty is expressed as to any action required under federal or State or other state securities or Blue Sky laws in connection with the purchase, offering or distribution of the 2026 Bond by the Purchaser).

(vi) There is no litigation at law or in equity or any proceeding before any Governmental Authority pending against or involving the Commission or, to the knowledge of the Commission, threatened, to restrain or enjoin the issuance or delivery of the 2026 Bond or the execution or delivery by the Commission of this Agreement and the performance of its obligations hereunder.

(b) The County represents and warrants as follows:

(i) The County is a political subdivision duly organized and validly existing under the Constitution and the laws of the State. The County has all power and authority to conduct its business as currently conducted, to own its assets and to enter into and satisfy its obligations under the 2026 Bond, this Agreement and the Related Documents.

(ii) The County is duly authorized to conduct its business and activities under all Applicable Law governing it or regulating its business and activities, and the County has obtained all necessary approvals required to be obtained prior to the delivery and issuance of the 2026 Bond and the execution and delivery of this Agreement and the

Related Documents. The execution, delivery and performance by the County of the 2026 Bond and this Agreement and the Related Documents are within its power and authority, and have been duly authorized by all necessary action.

(iii) The execution and delivery by the County of the 2026 Bond, this Agreement and the Related Documents and the performance of its obligations hereunder and thereunder, will not violate any Applicable Law, or result in a breach of any of the terms of, or constitute a default under or result in the creation or imposition of any lien on any of the properties of the County pursuant to, any Contract to which the County is a party or by which it or any of its property is bound or any of the rules or regulations applicable to it or its property (other than any liens created pursuant to the Bond Orders and the 2026 Bond Resolution).

(iv) The 2026 Bond, this Agreement and the Related Documents constitute the valid and binding obligations of the County, enforceable against the County in accordance with their terms, except as such enforceability may be limited by the County's bankruptcy, insolvency, reorganization, moratorium or other similar laws or equitable principles relating to or limiting creditors' rights generally.

(v) There is no action or proceeding before any Governmental Authority pending or, to the County's knowledge, threatened affecting or involving the County which, if adversely determined, could reasonably be expected to have a Material Adverse Effect on the operations of the County or the enforceability of the Agreement and Related Documents (collectively, "*Material Litigation*").

(vi) Since June 30, 2025, the date of the most recent audited financial reports of the County, there has not been any Material Adverse Change in the business, properties, financial position or results of operations of the County, whether or not arising from transactions in the ordinary course of business, except as disclosed to the Purchaser in writing, and since such date, except in the ordinary course of business or as disclosed on the MSRB's Electronic Municipal Market Access webpage or otherwise disclosed in writing to the Purchaser, the County has not entered into any transaction or incurred any liability material as to the County. All data, certificates, reports, statements, documents or other information furnished to the Purchaser by or on behalf of the County in connection with the Related Documents, the 2026 Bond or this Agreement were, at the time the same were delivered, correct in all material respects and did not contain any untrue statement of a material fact.

(vii) No Event of Default, or event which with the giving of notice or the passage of time or both would constitute an Event of Default, has occurred and is continuing.

(viii) The Bond Orders have not been amended or modified in any respect.

(ix) The 2026 Bond is a general obligation of the County the payment of the principal and interest on which it has pledged its faith and credit.

(x) The County is not entitled to immunity on the grounds of sovereignty as to any of its contractual obligations.

(xi) The County (i) is not currently the subject of any Sanctions and (ii) to its actual knowledge, is not and has not been (within the five (5) years previous to this

Agreement) engaged in any transaction with any Person who is now or was then the subject of Sanctions or who is located, organized or residing in any Designated Jurisdiction. Neither the proceeds of the 2026 Bond nor the proceeds of a purchase hereunder have been used, directly or indirectly, to lend, contribute, provide or otherwise be made available to fund any activity or business in any Designated Jurisdiction or to fund any activity or business of any Person located, organized or residing in any Designated Jurisdiction or who is the subject of any Sanctions, or in any other manner that will result in any violation by any Person (including the Purchaser) of Sanctions.

(c) Until the later of the date on which all amounts payable by the County hereunder and under the 2026 Bond have been paid and the Full Funding Date, the County covenants and agrees as follows, unless the Purchaser shall otherwise consent in writing:

(i) The County shall comply with all laws which may be applicable to it or its properties.

(ii) The County shall keep proper books of record and account in which full, true and correct entries will be made of all dealings or transactions of or in relation to the business and affairs of the County on a consolidated or combined basis in accordance with generally accepted accounting principles consistently applied. The County shall furnish to the Purchaser two copies of each of the following:

(A) As soon as available and, in any event within 270 days after the end of each Fiscal Year of the County, the complete audited financial statements of the County including the balance sheet as of the end of such Fiscal Year and the related statements of revenues and expenses and changes in financial position for such Fiscal Year, setting forth in each case in comparative form the corresponding figures for the preceding Fiscal Year all in reasonable detail, certified and prepared by independent certified public accountants in accordance with generally accepted accounting principles, consistently applied.

(B) Promptly upon request by the Purchaser, such other information respecting the business, properties, condition or operations, financial or otherwise, of the County as the Purchaser may from time to time reasonably request.

(iii) The County shall provide to the Purchaser immediate written notice of the following: (A) the occurrence of any Event of Default, (B) the initiation or commencement of any Material Litigation, or (C) any announcement by any Rating Agency of a reduction in the long term rating of the County's unenhanced general obligation indebtedness or obligations subject to appropriation under Section 160A-20 of the North Carolina General Statutes, or the cancellation, suspension or withdrawal of any such rating.

(iv) The County shall, upon the request of the Purchaser, from time to time, execute and deliver and, if necessary, file, register and record such further documents and instruments and take such further action as may be reasonably necessary to effectuate the provisions of this Agreement, the Related Documents or the 2026 Bond. Except to the extent it is exempt therefrom, the County will pay or cause to be paid all filing, registration and recording fees incident to such filing, registration and recording, and all expenses incident to the preparation, execution and acknowledgment of such instruments of further assurance, and all federal or state fees and other similar fees, duties, imposts, assessments

and charges, if any, arising out of or in connection with the execution and delivery of the Related Documents, the 2026 Bond and this Agreement and such instruments of further assurance.

(v) The County shall permit the duly authorized representatives of the Purchaser during normal business hours and upon reasonable notice to enter the premises of the County, or any parts thereof, to examine and copy the County's financial books, records and accounts, and to discuss the affairs, finances, business and accounts of the County with the County's officers and employees.

(vi) The County agrees that the Purchaser may disclose any information received by the Purchaser in connection herewith, including without limitation the financial information described in this Section, to any institution that participates in the Related Documents, this Agreement and the 2026 Bond.

(vii) The County shall promptly pay all amounts payable by it hereunder and under the Related Documents according to the terms hereof or thereof and shall duly perform each of its obligations under this Agreement and the other Related Documents to which it is a party. The County shall cause the Paying Agent at all times to comply with the terms of the Related Documents to which they are a party.

(viii) The County shall not remove the Paying Agent or appoint a successor Paying Agent without the written consent of the Purchaser. If the position of Paying Agent becomes vacant, the County shall promptly appoint a successor which is reasonably acceptable to the Purchaser.

(ix) The proceeds of the 2026 Bond will be used solely for the purposes described in the 2026 Bond Resolution. The County will use the amount of each Advance solely for the purposes authorized in the respective Bond Order.

(x) The County shall not amend the Related Documents without the prior written consent of the Purchaser. Notwithstanding the foregoing the County need not obtain the Purchaser's consent to issue additional general obligation debt under the Bond Orders or otherwise.

(xi) The County shall use its best efforts to issue, prior to the Full Funding Date, general obligation bonds in an amount sufficient to repay the 2026 Bond in full, together with all interest thereon, on the Full Funding Date.

(d) The County agrees that the occurrence of any of the following shall be an "*Event of Default*" hereunder:

(i) Failure of the County to pay the principal or interest on the 2026 Bond or any other amount owed hereunder when due.

(ii) Failure of the County to pay principal of or interest on any of its other general obligation bonds or notes when due.

(iii) Invalidity or unenforceability of payment obligations or other material provisions of the Bond Orders, the 2026 Bond Resolution, this Agreement or the 2026 Bond or those provisions become null and void for any reason.

(iv) The occurrence of an Event of Insolvency with respect to the County.

(v) Any representation or warranty made or deemed made by or on behalf of the County in this Agreement, in any Related Document or in any certificate, financial statement or other statement furnished by or on behalf of the County pursuant to this Agreement or any of the Related Documents shall prove to have been inaccurate, misleading or incomplete in any material respect when made or deemed to have been made.

(vi) Failure by the County to pay when due an uninsured, final, non-appealable judgment or order in an amount of \$10,000,000 or more which shall be rendered against the County and such judgment has not been vacated, discharged, satisfied or stayed within 60 days.

(vii) Failure by the County to observe and perform any warranty, covenant, condition or agreement on its part to be observed or performed herein or otherwise with respect hereto for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied has been given to the County by the Purchaser; provided, however, that if the failure stated in the notice is subject to cure but cannot be corrected within the applicable period and if corrective action is instituted by the County within the applicable period and diligently pursued, the County shall have such additional period of time to correct the failure as shall be necessary to correct such failure so long as such correction is diligently pursued and in any event such failure is cured within 60 days following the date of the written notice specifying the failure as described above.

(viii) The long term rating assigned to any of the County's general obligation indebtedness or obligations subject to appropriation under Section 160A-20 of the North Carolina General Statutes, without regard to liquidity or credit enhancement, is withdrawn or suspended for credit-related reasons, or is reduced below the following ratings, by any one or more of the Rating Agencies: "Baa2" or its equivalent by Moody's, "BBB" or its equivalent by Fitch, or "BBB" or its equivalent by S&P.

(e) Upon the occurrence of an Event of Default, the County must give notice of such event to the Purchaser and the Purchaser may give notice of such event to the Paying Agent. Upon the occurrence of any Event of Default, (i) the Purchaser may terminate its obligation to make Advances, and (ii) interest shall accrue at the Default Rate on all obligations owed hereunder and under the other Related Documents and shall be payable by the County to the Purchaser upon demand.

Section 7. *Miscellaneous.*

(a) This Agreement shall inure to the benefit of and be binding upon the Commission, the County and the Purchaser and their respective successors and shall not confer any rights upon any other person, partnership, association or corporation. The 2026 Bond and this Agreement are each non-transferable, except to a bank, insurance company or similar financial institution or any other entity approved by the Commission.

(b) If any provision of this Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions because it conflicts with any provision of any constitution, statute, rule or public policy, or any other reason, such circumstances shall not have the effect of

rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

(c) This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document. This Agreement, the Related Documents and the 2026 Bond represent the final agreement between the parties and supersede all prior writings, discussions and negotiations between the parties regarding the transactions described herein and therein. This Agreement may be in the form of an electronic record and may be executed using electronic signatures (including, without limitation, facsimile and .pdf) and shall be considered an original, and shall have the same legal effect, validity and enforceability as a paper record. For the avoidance of doubt, the authorization under this paragraph may include, without limitation, use or acceptance by the Purchaser of a manually signed paper signature page which has been converted into electronic form (such as scanned into .pdf format), or an electronically signed signature page converted into another format, for transmission, delivery and/or retention.

(d) This Agreement shall take effect on the date hereof following its execution by the Commission and the Purchaser and approval by the County.

(e) The Purchaser hereby notifies the County that pursuant to the requirements of the USA PATRIOT Act, it is required to obtain, verify and record information that identifies the County, which information includes the name and address of the County and other information that will allow the Bank to identify the County in accordance with the USA PATRIOT Act. The County shall, promptly following a request by the Purchaser provide all documentation and other information that the Purchaser requests in order to comply with its ongoing obligations under applicable “know your customer” and anti-money laundering rules and regulations, including the Act.

(f) To the extent permitted by law, by the execution of this Agreement the County agrees to indemnify and hold harmless the Purchaser, the Commission and their respective officers, directors, employees, agents and affiliates against all claims, damages, losses, liabilities and reasonable costs and expenses directly arising out of the transactions described in the Related Documents, the 2026 Bond and this Agreement save and except for those caused by any such parties negligence or willful misconduct. If any action is brought against the Purchaser in respect of which indemnity may be sought against the County, the Purchaser and the Commission shall promptly notify the County in writing, and the County shall promptly assume the defense thereof, including the employment of counsel, the payment of all expenses and the right to negotiate and consent to settlement. The Purchaser and the Commission each have the right to employ separate counsel in any such action and to participate in the defense thereof, and the reasonable fees and expenses of such counsel shall be at their respective expense unless the named parties to any such action (including any impleaded parties) include the County, the Commission and the Purchaser and representation of the County, the Commission and the Purchaser by the same counsel would be inappropriate due to actual or potential differing interests between them, in which case the reasonable fees and expenses of such counsel shall be at the expense of the County. The County is not liable for any settlement of any such action effected without its consent by the Purchaser, but if settled with the consent of the County or if there is a final judgment for the plaintiff in any such action against the County or the Purchaser, with or without the consent of the County but with respect to which the County was afforded notice and an opportunity to participate in the defense of, the County agrees to indemnify and hold harmless the Purchaser to the extent provided herein.

(g) In connection with all aspects of each transaction contemplated hereby (including in connection with any amendment, waiver or other modification hereof or of any other Related Document), the County acknowledges and agrees that: (A) (i) the services regarding this Agreement and the 2026 Bond provided by the Purchaser and any affiliate thereof are arm's-length commercial transactions between the County, on the one hand, and the Purchaser and its affiliates, on the other hand, (ii) the County has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, and (iii) the County is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and by the other Related Documents; (B) (i) the Purchaser and its affiliates each is and has been acting solely as a principal and has not been, is not, and will not be acting as an advisor, agent or fiduciary, for the County and (ii) neither the Purchaser nor any of its affiliates has any obligation to the County with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the Related Documents; and (C) the Purchaser and its affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the County, and neither the Purchaser nor any of its affiliates has any obligation to disclose any of such interests to the County. To the fullest extent permitted by law, the County hereby waives and releases any claims that it may have against the Purchaser or any of its affiliates with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transactions contemplated hereby.

(h) Unless otherwise specified herein, all accounting terms used herein without definition shall be interpreted, all accounting determinations hereunder shall be made, and all financial statements required to be delivered hereunder shall be prepared, in accordance with GAAP. In the event of changes to GAAP which become effective after the Closing Date, the County and the Purchaser agree to negotiate in good faith appropriate revisions of this Agreement so as to perpetuate the meaning and effect of such provisions as originally negotiated and agreed upon.

(i) In this Agreement, in the computation of a period of time from a specified date to a later specified date, unless otherwise specified herein, the word "from" means "from and including" and the words "to" and "until" each mean "to but excluding" and the word "through" means "to and including." With regard to all matters herein, time is of the essence.

(j) All references herein to times of the day shall be presumed to refer to Charlotte, North Carolina time unless otherwise specified.

(k) Nothing in this Agreement shall be deemed to amend, or relieve the County of any of its obligations under, any Related Document to which it is a party. Conversely, to the extent that the provisions of any Related Document allow the County to take or not take certain actions, the County nevertheless shall be fully bound by the provisions of this Agreement.

(l) Except as provided below, all references to this Agreement or any other documents, including, without limitation, the Related Documents, shall be deemed to include all amendments, restatements, modifications and supplements thereto to the extent such amendment, restatement, modification or supplement is made in accordance with the provisions of such document and this Agreement.

(m) All provisions of this Agreement making reference to specific Sections of any Related Document shall be deemed to incorporate such Sections into this Agreement by reference as though specifically set forth herein (with such changes and modifications as may be herein provided) and shall continue in full force and effect with respect to this Agreement notwithstanding

payment of all amounts due under or secured by the Related Documents, the termination or defeasance thereof or any modification thereto or any waiver given in connection therewith, so long as this Agreement is in effect and until all amounts due and owing to the Purchaser under this Agreement, the 2026 Bond and the other Related Documents are paid in full. No amendment, modification, consent, waiver or termination with respect to any of such Sections shall be effective as to this Agreement until specifically agreed to in writing by the Purchaser with specific reference to this Agreement.

(n) The Purchaser 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 Purchaser 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 Purchaser 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.

(o) Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular, to the singular include the plural and to the part include the whole. The word "including" shall be deemed to mean "including but not limited to," and "or" has the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereunder" and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. The Section headings contained in this Agreement and the table of contents preceding this Agreement are for reference purposes only and shall not control or affect the construction of this Agreement or the interpretation thereof in any respect. Article, section, subsection, exhibit, schedule and annex references are to this Agreement unless otherwise specified. Any exhibit, schedule or annex attached hereto is incorporated by reference herein and is a constituent part of this Agreement. The recitals hereto are true and correct and are incorporated into this Agreement.

(p) This Agreement shall be construed and governed in accordance with the laws of the State of North Carolina. Each of the Purchaser and the County hereby waives, to the fullest extent permitted by applicable law, its right to a jury trial in any claim or cause of action arising out of this Agreement. Any disputes or controversies arising under this Agreement to be adjudicated shall be brought in the General Court of Justice of the State of North Carolina.

(q) Each Covered Entity, and each Covered Entity's directors, officers, and any employee, and to the knowledge of the County any agent, or affiliate acting on behalf of any Covered Entity: (i) is not a Sanctioned Person; (ii) does not do business in or with, or derive any of its income, directly or indirectly, from any Sanctioned Person or any Sanctioned Jurisdiction; and (iii) is not in violation of, and is not, directly or indirectly, taking any action that could cause any Covered Entity to be in violation of, applicable International Trade Laws, Sanctions, Anti-Money Laundering Laws, or Anti-Corruption Laws.

(r) US QFC Stay Rules.

(i) Recognition of U.S. Resolution Regimes. In the event that any party that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer of this Agreement (and any interest and obligation in or under this Agreement and any property securing this Agreement) from such Covered Entity will be effective to the same extent as the transfer would be effective under the U.S. Special

Resolution Regime if this Agreement (and any such interest, obligation and property) were governed by the laws of the United States or a state of the United States. In the event that any party that is a Covered Entity or a BHC Act Affiliate of such party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights against such party with respect to this Agreement are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States. The requirements of this paragraph (q)(i) apply notwithstanding the provisions of paragraph (q)(ii).

(ii) Limitation on the Exercise of Certain Rights Related to Affiliate Insolvency Proceedings. Notwithstanding anything to the contrary in this Agreement or any related agreement, but subject to the requirements of paragraph (a), no party to this Agreement shall be permitted to exercise any Default Right against a party that is a Covered Entity with respect to this Agreement that is related, directly or indirectly, to a BHC Act Affiliate of such Covered Entity becoming subject to Insolvency Proceedings, except to the extent the exercise of such Default Right would be permitted under 12 C.F.R. § 252.84, 12 C.F.R. § 47.5, or 12 C.F.R. § 382.4, as applicable. After a BHC Act Affiliate of a party that is a Covered Entity has become subject to Insolvency Proceedings, any party that seeks to exercise a Default Right against such Covered Entity with respect to this Agreement shall have the burden of proof, by clear and convincing evidence, that the exercise of such Default Right is permitted hereunder.

“*BHC Act Affiliate*” of a party means an “affiliate” (as such term is defined under, and interpreted in accordance with, 12 U.S.C. 1841(k) of such party.

“*Covered Entity*” means any of the following:

- (a) a “covered entity” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b);
- (b) a “covered bank” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or
- (c) a “covered FSI” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

“*Default Right*” has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

“*Insolvency Proceeding*” means a receivership, insolvency, liquidation, resolution, or similar proceeding.

“*U.S. Special Resolution Regime*” means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

[Remainder of page intentionally left blank]

This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.

Very truly yours,

LOCAL GOVERNMENT COMMISSION OF
NORTH CAROLINA

By _____
Denise Canada
Secretary

[Signatures continued on following page]

Accepted as of the date first
above written:

PNC BANK, NATIONAL ASSOCIATION

By _____
Kyle Huber
Senior Vice President

[Signatures continued on following page]

By countersigning this Agreement below, the County makes the representations, warranties and covenants stated herein and agrees to be bound by the terms hereof.

COUNTY OF DURHAM, NORTH CAROLINA

By _____
Crystally Wright
Chief Financial Officer

EXHIBIT A

FORM OF INVESTOR LETTER

July 29, 2026

Local Government Commission of
North Carolina
3200 Atlantic Avenue
Raleigh, North Carolina 27604

County of Durham, North Carolina
200 East Main Street, 4M
Durham, North Carolina 27701

\$185,000,000
County of Durham, North Carolina
General Obligation Bond, Series 2026C
(Draw Program)

Ladies and Gentlemen:

This letter is to provide you with certain representations and agreements with respect to our purchase of the above-referenced 2026 Bond (the “2026 Bond”), dated its date of issuance. The 2026 Bond was issued under and secured in the manner set forth in that certain resolution providing for the issuance of the 2026 Bond passed by the Board of Commissioners for the County of Durham, North Carolina on June 22, 2026 (the “2026 Bond Resolution”). Bank of America, N.A. (the “Purchaser,” the “undersigned,” “us” or “we,” as applicable) is purchasing the 2026 Bond pursuant to a Bond Purchase and Advance Agreement dated July 29, 2026, among the County of Durham, North Carolina (the “County”), the North Carolina Local Government Commission (the “LGC”) and the Purchaser. We hereby represent and warrant to you and agree with you as follows:

1. The Purchaser hereby acknowledges receipt of the 2026 Bond. We understand that the 2026 Bond has not been registered pursuant to the Securities Act of 1933, as amended (the “1933 Act”) or the securities laws of any state nor has the 2026 Bond Resolution been qualified pursuant to the Trust Indenture Act of 1939, as amended, in reliance upon certain exemptions set forth therein. We acknowledge that the 2026 Bond (i) is not being registered or otherwise qualified for sale under the “blue sky” laws and regulations of any state, (ii) will not be listed on any securities exchange, and (iii) will not carry a rating from any rating service.

2. We have not offered, offered to sell, offered for sale or sold the 2026 Bond or any portion thereof by means of any form of general solicitation or general advertising, and we are not an underwriter of the 2026 Bond within the meaning of Section 2(11) of the 1933 Act.

3. We have sufficient knowledge and experience in financial and business matters, including purchase and ownership of municipal and other tax-exempt obligations, to be able to evaluate the risks and merits of the investment represented by the purchase of the 2026 Bond.

4. We have authority to purchase the 2026 Bond and to execute this letter and any other instruments and documents required to be executed by the Purchaser in connection with the purchase of the 2026 Bond.

5. The undersigned is a duly appointed, qualified and acting representative of the Purchaser and is authorized to cause the Purchaser to make the certifications, representations and warranties contained herein by execution of this letter on behalf of the Purchaser.

6. The Purchaser is either a “qualified institutional buyer” as defined in Rule 144A promulgated under the 1933 Act, or an “accredited investor” as defined in Rule 501 of Regulation D under the 1933 Act and is able to bear the economic risks of such investment.

7. The Purchaser understands that no official statement, prospectus, offering circular, or other comprehensive offering statement is being provided with respect to the 2026 Bond. The Purchaser has made its own inquiry and analysis with respect to the County, the 2026 Bond and the security therefor, and other material factors affecting the security for and payment of the 2026 Bond.

8. The Purchaser acknowledges that it has either been supplied with or been given access to information, including financial statements and other financial information, regarding the County, to which a reasonable investor would attach significance in making investment decisions, and has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the County, the 2026 Bond and the security therefor, so that as a reasonable investor, it has been able to make its decision to purchase the 2026 Bond.

9. The 2026 Bond is being acquired by the Purchaser for investment for its own account and not with a present view toward resale or distribution; *provided, however*, that the Purchaser reserves the right to sell, transfer or redistribute the 2026 Bond, but agrees that any such sale, transfer or distribution by the Purchaser shall only be to a bank, insurance company or similar financial institution (which may include an affiliate of the Purchaser) or any other entity approved by the Commission, as further described in the 2026 Bond Resolution.

10. The Purchaser understands that (1) “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 and (2) Article 2 of Chapter 64 of the General Statutes of North Carolina, as amended (the “E-Verify Statute”), requires employers (as defined in the E-Verify Statute) to verify the work authorization of an employee (as defined in the E-Verify Statute) hired to work in the United States through E-Verify. The Purchaser and the Purchaser’s subcontractors under this letter shall comply with the requirements of the E-Verify Statute.

Very truly yours,

PNC BANK, NATIONAL ASSOCIATION

By: _____
Name: Kyle Huber
Title: Senior Vice President

EXHIBIT B

FORM OF ADVANCE REQUEST

PNC Bank, National Association
301 Fayetteville Street, Suite 2100
Raleigh, North Carolina 27601
Attention: Kyle Huber, Senior Vice President
Telephone: (919) 838-3474
Email: kyle.huber@pnc.com

Re: County of Durham, North Carolina General Obligation Bond, Series 2026C (the “*Bond*”) and the Bond Purchase and Advance Agreement dated July 29, 2026 (the “*Agreement*”), between the Local Government Commission of North Carolina and Bank of America, N.A. (the “*Purchaser*”).

Ladies and Gentlemen:

The County of Durham, North Carolina (the “*County*”) hereby requests that the Purchaser make an Advance to the Paying Agent in the amount of \$[] on [] (the “*Advance Date*”) pursuant to the Agreement, such amount to be deposited as follows:

Bank Name: _____
Account Title: _____
Account Number: _____
Routing Number: _____

The Advance is being made against the previously authorized but unissued amounts of bond orders adopted by the Board of Commissioners of the County (the “*Board*”) on July 11, 2022 and approved by a majority of voters at a referendum held on November 8, 2022 described below, in the amounts indicated:

(a) \$ _____ issued under a bond order authorizing not exceeding \$423,505,000 General Obligation School Bonds of the County of Durham, North Carolina, for the purpose of providing funds, with any other available funds, for erecting, remodeling, enlarging and reconstructing school buildings and other school plant facilities and acquiring necessary land, furnishings and equipment therefor (the “*School Bond Order*”).

The total amount of Advances under the Agreement and the School Bond Order, including the amount requested in this Advance Request, equals \$ _____, which is not more than the total amount authorized to be issued under the School Bond Order.

(b) \$ _____ issued under a bond order authorizing not exceeding \$112,740,000 General Obligation Community College Bonds of the County of Durham, North Carolina, for the purpose of providing funds, with any other available funds, for expanding and improving the facilities for Durham Technical Community College, including the construction of two new educational buildings, the acquisition of necessary furnishings and purchases of land for needed expansion therefor (the “*Community College Bond Order*”).

The total amount of Advances under the Agreement and the Community College Bond Order, including the amount requested in this Advance Request, equals \$ _____, which is

not more than the total amount authorized to be issued under the Community College Bond Order.

- (c) \$ _____ issued under a bond order authorizing not exceeding \$13,995,000 General Obligation Museum Bonds of the County of Durham, North Carolina, for the purpose of providing funds, with any other available funds, for expanding and improving the facilities for the North Carolina Museum of Life and Science, including making improvements to exhibits, expanding meeting space, supporting upgrades to HVAC systems and undertaking projects to improve sustainability (the “*Museum Bond Order*”).

The total amount of Advances under the Agreement and the Museum Bond Order, including the amount requested in this Advance Request, equals \$ _____, which is not more than the total amount authorized to be issued under the Museum Bond Order.

In connection with such request, the County hereby represents and warrants to the Purchaser that:

- (a) no Event of Default has occurred and is continuing under the Agreement;
- (b) the Advance Date meets the requirements of Section 1 of the Agreement;
- (c) the amount of the Advance does not exceed the Facility Amount less the sum of the principal amount of all previous Advances made under the Agreement, and the amount of the Advance under each of the School Bond Order, the Community College Bond Order and the Museum Bond Order, as applicable, does not exceed maximum amount authorized under such Bond Order less the sum of the principal amount of all previous Advances issued under such Bond Order; and
- (d) all representations and warranties of the County in the Agreement and the Related Documents are true and correct as of the date hereof.

On the receipt of such Advance, the Paying Agent shall deposit the Advance in the Project Fund created under the Bond Resolution. The County shall use each Advance in accordance with the terms of the resolution relating to the 2026 Bond adopted by the Board of the County on June 22, 2026 (the “*2026 Bond Resolution*”).

The County hereby certifies to the Purchaser in connection with each Advance, and will keep and maintain adequate records containing such information, as follows:

1. The requested disbursement is for payment for work actually performed, for service actually rendered or for materials, supplies or equipment actually delivered, installed or fabricated. The requested amount has been incurred by the County and is presently due and payable, or has been paid by the County and the County requests reimbursement therefor.
2. No notice of any lien, right to lien or attachment upon, or claim affecting the right of any such person to receive payment of, the amount stated in such requisition has been filed or attached or, if any of the foregoing has been filed or attached, that the same either has been or will be satisfied or discharged or that provisions have been made (which shall be specified) to adequately protect the Purchaser from incurring any loss as a result of the same, and
3. This requisition contains no item representing payment on account of any retainage to which the County is entitled at the date of such requisition.

Each capitalized term used but not otherwise defined herein has the meaning given to such term in the Agreement.

Very truly yours,

COUNTY OF DURHAM, NORTH CAROLINA

By: _____
Responsible Officer

SCHEDULE I

DEFINITIONS

In addition to terms defined at other places in this Agreement, the following defined terms are used throughout this Agreement with the following meanings:

“*2026 Bond Resolution*” has the meaning given to such term in the recitals to this Agreement.

“*Advance*” means the Initial Advance and each additional Advance of funds made by Purchaser under the 2026 Bond pursuant to the Agreement.

“*Advance Termination Date*” means the earliest to occur of (a) the date when the sum of the aggregate Advances made under the 2026 Bond Resolution equals the Facility Amount, (b) the date on which the Purchaser’s obligation to make Advances under this Agreement terminates (as reflected in a written notice delivered by the Purchaser to the County) or (c) the Full Funding Date.

“*Agreement*” means this Bond Purchase and Advance Agreement.

“*Anti Corruption Laws*” means (a) the U.S. Foreign Corrupt Practices Act of 1977, as amended; (b) the U.K. Bribery Act 2010, as amended; and (c) any other applicable Law relating to anti-bribery or anti-corruption in any jurisdiction in which the County is located or doing business.

“*Anti-Money Laundering Laws*” means (a) the Bank Secrecy Act and the USA PATRIOT Act, each as amended; (b) the U.K. Proceeds of Crime Act 2002, the Money Laundering Regulations 2017 and the Terrorist Asset-Freezing Act 2010, each as amended; and (c) any other applicable Law relating to anti-money laundering and countering the financing of terrorism and related financial record keeping and reporting requirements in any jurisdiction in which the County is located or doing business.

“*Applicable Law*” means (a) all applicable common law and principles of equity and (b) all applicable provisions of all (i) constitutions, statutes, rules, regulations and orders of all Governmental Authorities, (ii) Governmental Approvals and (iii) orders, decisions, judgments, writs, injunctions and decrees of all courts (whether at law or in equity) and arbitrators.

“*Bankruptcy Code*” means Title 11 of the United States Code, as amended from time to time, or any successor statute thereto.

“*Bond Orders*” has the meaning given to such term in the recitals to this Agreement.

“*Business Day*” has the meaning given to such term in the 2026 Bond Resolution.

“*Chief Financial Officer*” means the Chief Financial Officer of the County, including anyone serving as such in an interim capacity, the person performing the duties of the Chief Financial Officer, or the official succeeding to the Chief Financial Officer’s principal functions, serving as the finance officer of the County.

“*County*” means the County of Durham, North Carolina, a political subdivision duly created and validly existing under the laws of the State, and its successors and assigns permitted hereunder.

“*Closing Date*” means July 29, 2026, subject to the satisfaction of the conditions precedent set forth in Section 4.

“Code” means the Internal Revenue Code of 1986, as amended from time to time, and all rules and regulations (including temporary and proposed regulations) from time to time promulgated thereunder, or any successor statute thereto.

“Contract” means any indenture, agreement (other than this Agreement), other contractual restriction, lease, instrument, guaranty, certificate of incorporation, charter or by law.

“Default Rate” has the meaning given to such term in the 2026 Bond Resolution.

“Designated Jurisdiction” means any country or territory to the extent that such country or territory itself is the subject of any Sanction.

“Event of Insolvency” means, with respect to any Person, the occurrence of one or more of the following events:

(a) the issuance, under the laws of any state or under the laws of the United States of America, of an order for relief, rehabilitation, liquidation or dissolution of such Person;

(b) the commencement by or against such Person of a case or other proceeding seeking an order for relief, liquidation, reorganization or other relief with respect to such Person or its debts under any bankruptcy, insolvency, reorganization or other similar state or federal law now or hereafter in effect, including, without limitation, the appointment of a trustee, receiver, liquidator, custodian or other similar official for such Person or any substantial part of its property which, in the case of a case or proceeding commenced against such person, is not dismissed within 60 days after commencement or the appointment, or the designation with respect to it, of an entity such as an organization, board, commission, authority, agency or body to monitor, review, oversee, recommend or declare a financial emergency or similar state of financial distress with respect to it or the declaration of, or the introduction or proposal for consideration by it or by any legislative or regulatory body with competent jurisdiction over it, of the existence of a state of financial emergency or similar state of financial distress in respect of it and such appointment or designation or declaration is not dismissed within 60 days;

(c) the making of an assignment for the benefit of creditors by such Person;

(d) such Person shall become insolvent within the meaning of Section 101(32) of the United States Bankruptcy Code;

(e) the declaration of a moratorium with respect to the payment of the debts of such Person by such Person or a moratorium with respect to the payment of the debts of such Person is imposed on such Person by a finding or a ruling of a Governmental Authority with jurisdiction over such Person;

(f) the admission by such Person in writing of its inability to pay its debts when due;
or

(g) the initiation of any actions to authorize any of the foregoing by or on behalf of such Person.

“Event of Default,” in relation to this Agreement, has the meaning assigned to such term in Section 6(d).

“Facility Amount” means \$185,000,000.

“*Fiscal Year*” means the period of 12 consecutive calendar months for which financial statements of the respective entity have been examined by its accountants; currently for the County, a year ending on June 30th.

“*Fitch*” means Fitch, Inc., or any successor thereto.

“*Full Funding Date*” has the meaning given to such term in the 2026 Bond Resolution.

“*GAAP*” means generally accepted accounting principles in the United States of America set forth in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or such other principles as may be approved by a significant segment of the accounting profession in the United States of America, that are applicable to the circumstances as of the date of determination, consistently applied.

“*Governmental Approvals*” means an authorization, consent, approval, permit, license, certificate of occupancy or an exemption of, a registration or filing with, or a report to, any Governmental Authority.

“*Governmental Authority*” means the government of the United States of America or any other nation or any political subdivision thereof or any governmental or quasi-governmental entity, including any court, department, commission, board, bureau, agency, administration, central bank, service, district or other instrumentality of any governmental entity or other entity exercising executive, legislative, judicial, taxing, regulatory, fiscal, monetary or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank), or any arbitrator, mediator or other Person with authority to bind a party at law.

“*International Trade Laws*” means all Laws relating to export controls, trade embargoes, customs, and anti-boycott measures.

“*Law*” means any law(s) (including common law), constitution, statute, treaty, regulation, rule, ordinance, opinion, issued guidance, release, ruling, order, executive order, injunction, writ, decree, bond, judgment, authorization or approval, lien or award of or any settlement arrangement, by agreement, consent or otherwise, with any Official Body, foreign or domestic.

“*Lien*” means, with respect to any asset, any mortgage, deed of trust, lien, pledge, charge, security interest, hypothecation, assignment, deposit arrangement or encumbrance of any kind in respect of such asset, whether or not filed, recorded or otherwise perfected or effective under Applicable Law, as well as the interest of a vendor or lessor under any conditional sale agreement, capital or finance lease or other title retention agreement relating to such asset and, in the case of securities, any purchase option, call or similar right of a third party with respect to such securities.

“*Material Adverse Change*” means the occurrence of any event or change which in the sole reasonable discretion of the Purchaser results in a material and adverse change in the business, assets, liabilities, condition (financial or otherwise), operations or prospects of the County since the last day of the period reported in the audited annual financial statements of the County dated as of June 30, 2025, or which in the sole reasonable discretion of the Purchaser materially and adversely effects (a) the enforceability of this Agreement or any Related Document, (b) the ability of the County to perform its obligations hereunder or thereunder or (c) the rights of or benefits or remedies available to the Purchaser under this Agreement or the Related Documents.

“*Material Adverse Effect*” means (a) with respect to the County, a material and adverse effect in the sole reasonable discretion of the Purchaser in the business, assets, liabilities, condition (financial or otherwise), operations or prospects of the County or (b) with respect to this Agreement or any Related Document, a material adverse effect in the sole reasonable discretion of the Purchaser upon (i) the enforceability of this Agreement or any Related Document, (ii) the ability of the County to perform its obligations under this Agreement or any Related Document or (iii) the rights of or benefits or remedies available to the Purchaser under this Agreement or any Related Document.

“*Material Litigation*” has the meaning assigned to such term in Section 6(b)(v).

“*Moody’s*” means Moody’s Investors Service, or any successor thereto.

“*OFAC*” means the Office of Foreign Assets Control of the United States Department of the Treasury.

“*Official Body*” means the government of the United States of America or any other nation, or of any political subdivision thereof, whether federal, state, provincial 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 (including any supra-national bodies such as the European Union or the European Central Bank) and any group or body charged with setting financial accounting or regulatory capital rules or standards (including the Financial Accounting Standards Board, the Bank for International Settlements or the Basel Committee on Banking Supervision or any successor or similar authority to any of the foregoing).

“*Owner*” means the registered owner of the 2026 Bond.

“*Person*” means an individual, a corporation, a partnership, an association, a joint venture, a trust, a business trust, a limited liability company or any other entity or organization, including a governmental or political subdivision or an agency or instrumentality thereof.

“*Purchaser*” means, initially, Bank of America, N.A., and its successors and assigns.

“*Rating Agency*” means each of Fitch, S&P and Moody’s, and their respective successors and assigns.

“*Request for Advance*” means a written notice made by the County to the Purchaser requesting that the Purchaser make an Advance hereunder in the form of Exhibit B, attached hereto.

“*Related Documents*” means, collectively, the 2026 Bond, the Bond Orders, the 2026 Bond Resolution and any exhibits, schedules, instruments or agreements relating thereto.

“*Responsible Officer*” means the County’s Chief Financial Officer or any other officer of the County who is designated by the Chief Financial Officer in writing to the Purchaser as being authorized to submit Requests for Advances under this Agreement and whose the specimen signature has been certified in writing to the Purchaser.

“*Sanction(s)*” means any international economic sanction administered or enforced by the United States Government (including, without limitation, OFAC), the United Nations Security Council, the European Union, Her Majesty’s Treasury or other relevant sanctions authority.

“*Sanctioned Jurisdiction*” means, at any time, any country, area, territory, or jurisdiction that is the subject or target of comprehensive Sanctions (as of the date of this Agreement, Cuba, Iran, North Korea, and the Crimea, Donetsk People’s Republic and Luhansk People’s Republic regions of Ukraine), as well as the Kherson and Zaporizhzhia regions of Ukraine.

“*Sanctioned Person*” means any Person that is (a) located in, organized under the Laws of, or ordinarily resident in a Sanctioned Jurisdiction; (b) identified on any sanctions-related list maintained by any Compliance Authority; (c) owned 50% or more, in the aggregate, directly or indirectly by, controlled by, or acting for, on behalf of, or at the direction of, one or more Persons described in clauses (a) or (b) above; or (d) otherwise the subject or target of Sanctions.

“Sanctions” means Laws relating to economic or financial sanctions, sectoral sanctions, or secondary sanctions, administered, or enforced from time to time by any Compliance Authority.

“*S&P*” means Standard & Poor’s Global Ratings, a Standard & Poor’s Financial Services LLC business, or any successor thereto.

“*State*” means the State of North Carolina.

“*Taxable Period*” has the meaning given to such term in the 2026 Bond Resolution..

“*Taxable Rate*” has the meaning given to such term in the 2026 Bond Resolution.

“*USA PATRIOT Act*” means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Public Law 107-56, as the same has been, or shall hereafter be, renewed, extended, amended or replaced.