

The Board of Commissioners for the County of Wake, North Carolina, met in regular session in the Board Room of the Wake County Justice Center, Room 2700, 301 South McDowell Street in Raleigh, North Carolina, the regular place of meeting, at 2:00 p.m., on June 20, 2023. The following Commissioners were:

PRESENT: _____

ABSENT: _____

ALSO PRESENT: David Ellis, County Manager; Scott Warren, County Attorney; W. Patrick Flanary, Chief Financial Officer; Todd Taylor, Debt Manager; Yvonne Gilyard, Clerk to the Board;

* * * * *

The following resolutions of the Board of Commissioners were included on the Consent Agenda¹ for the meeting:

RESOLUTION PROVIDING FOR THE ISSUANCE OF A GENERAL OBLIGATION SCHOOL BOND ANTICIPATION NOTE, SERIES 2023A IN AN AMOUNT NOT TO EXCEED \$530,700,000

BE IT RESOLVED by the Board for the County, as follows:

Section 1. The Board of Commissioners (the “Board”) for the County of Wake, North Carolina (the “County”) has determined and does hereby find and declare:

(a) An order authorizing \$530,700,000 School Bonds (the “School Bonds”) was adopted by the Board on July 11, 2022, which order was approved by the vote of a majority of the qualified voters of the County who voted thereon at a referendum duly called and held on November 8, 2022. None of such School Bonds have been issued and no notes have been issued in anticipation of the receipt of the proceeds of the sale of the School Bonds.

(b) It is necessary to provide for the issuance of notes in anticipation of the receipt of the proceeds of the sale of School Bonds in an amount not exceeding \$530,700,000.

¹ The Consent Agenda is for items that are considered to be routine and may be enacted by one motion. If a Commissioner requests, an item may be removed from the Consent Agenda and considered separately.

(c) Truist Commercial Equity, Inc. (the “Purchaser”) has submitted an offer whereby the Purchaser will purchase up to \$530,700,000 of such bond anticipation notes pursuant to a Note Purchase and Advance Agreement by and among the Local Government Commission of North Carolina, the County and the Purchaser (the “Series 2023A Note Purchase and Advance Agreement,” which term shall also include such Agreement as amended, modified or supplemented from time to time in accordance with its terms and any successor similar agreements with other owners of the Series 2023A Note), under which the Purchaser will purchase one note that will increase in principal amount from time to time, up to \$530,700,000, by the amount of advances made by the Purchaser to the County and will decrease to the extent that the principal amount advanced is repaid. The amounts advanced by the Purchaser will be used by the County to finance costs of projects for which the School Bonds are authorized.

Section 2. As used herein, the following terms shall have the following meanings:

“*Additional Advance*” means each advance of funds by the Purchaser after the Initial Advance pursuant to the Series 2023A Note, the provisions of this Resolution and the Series 2023A Note Purchase and Advance Agreement.

“*Adjusted SOFR Rate*” means the rate of interest per annum equal to the product obtained by adding (i) the product of (x) 79% and (y) the Benchmark (provided that if said rate would be less than 0%, then it shall be deemed to be 0%) plus (ii) the Spread, which shall be adjusted with changes in the Benchmark. The Adjusted SOFR Rate shall adjust monthly on the first day of each Interest Period. Any change in the Adjusted SOFR Rate due to a change in the Benchmark shall be effective from and including the effective date of such change in the Benchmark without notice to the County.

“*Advance*” means the Initial Advance and each Additional Advance.

“*Advance Request*” has the meaning assigned in Section 3(b).

“*Alternative Benchmark Rate*” means a rate of interest per annum equal to the Prime Rate minus two and 5/10 percent (2.5%) which shall adjust daily with changes in the Prime Rate.

“*Bank*” means Truist Bank and its successors and assigns.

“*Benchmark*” means initially Term SOFR, and upon the Purchaser’s determination under Section 3(d) hereof, will thereafter be the then-current Successor Rate as provided in Section 3(d)(i).

“*Business Day*” means a day other than a Saturday, Sunday, legal holiday or any other day when the Bank is authorized or required by applicable law to be closed.

“*Calculation Agent*” means the Purchaser or any affiliate of the Purchaser designated by Purchaser to be the Calculation Agent, and, if the Purchaser (or its designated affiliate) declines to continue to act as Calculation Agent and no other affiliate of the Purchaser is nominated who agrees to act as Calculation Agent, any other person or entity appointed by the County to act as Calculation Agent that is acceptable to the Purchaser.

“*Ceiling Rate*” means the lesser of 22% per annum and the maximum rate permitted by applicable law.

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

“*Conforming Changes*” means, with respect to any Successor Rate, any technical, administrative or operational changes (including changes to the definitions such as “U.S. Government Securities Business Day,” “Interest Period,” timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, length of lookback periods, the applicability of breakage provisions and other technical, administrative or operational matters) that the Purchaser decides may be appropriate to reflect the adoption and implementation of such Successor Rate and to permit the administration thereof by the Purchaser in a manner the Purchaser decides is reasonably necessary in connection with the administration of the Series 2023A Note.

“*Default Rate*” means a per annum rate of interest equal to the Term Loan Rate plus two percent (2.00%); provided, however, that the Default Rate shall in no event exceed the Ceiling Rate.

“*Determination Day*” means that date which is (i) two U.S. Government Securities Business Days prior to the first day of the Interest Period if such day is a U.S. Government Securities Business Day or (ii) if the first day of the Interest Period is not a U.S. Government Securities Business Day then two U.S. Government Securities Business Days prior to the U.S. Government Securities Business Day immediately preceding the commencement of the Interest Period.

“*Determination of Taxability*” means a final decree or judgment of any federal court or a final action of the Internal Revenue Service determining or concluding that interest paid or payable on the Series 2023A Note is or was includable in the gross income of the Purchaser for federal income tax purposes; provided, that no such decree, judgment, or action will be considered final for this purpose unless the County has been given written notice and, if it is so desired and is legally allowed, has been afforded the opportunity to contest the same, either directly or in the name of the Purchaser, and until the conclusion of any appellate review, of such decree or judgment or Internal Revenue Service determination. A Determination of Taxability does not include and will not be triggered by a change in law by Congress that causes the interest on the Series 2023A Note to be includable in the Purchaser’s gross income.

“*Event of Default*” means the failure of the County to timely pay any amount due under the Series 2023A Note as the same becomes due and payable or the occurrence of a default or event of default under the Series 2023A Note Purchase and Advance Agreement.

“*Extended Maturity Date*” means April 1, 2033.

“*Inclusion Date*” means the first date that the interest on the Series 2023A Note is includable in the gross income of the Purchaser as a result of a Determination of Taxability.

“*Initial Advance*” means the advance of funds by the Purchaser to the County on the Series 2023A Note made concurrently with the issuance of the Series 2023A Note pursuant to the terms of this Resolution and the Series 2023A Note Purchase and Advance Agreement.

“*Initial Maturity Date*” means April 1, 2028.

“*Interest Payment Date*” means the first Business Day of each month and April 1, 2028.

“Interest Period” means the one month period commencing on the first day of each month and each subsequent period shall commence on the first day of each month; provided, however, that the first Interest Period shall commence on the date of the Initial Advance and end on the last day of the month in which such Initial Advance occurred.

“Interest Rate” means the per annum rate of interest borne by the Series 2023A Note pursuant to the terms hereof and of the Series 2023A Note, which shall be the Adjusted SOFR Rate, the Term Loan Rate, the Taxable Adjusted SOFR Rate or the Default Rate, all as provided in Section 3(d), provided, however, that the Interest Rate shall not exceed the Ceiling Rate.

“Maturity Date” means the Initial Maturity Date; provided, however, that the Maturity Date shall mean the Extended Maturity Date if the maturity of the Series 2023A Note is extended to the Extended Maturity Date in accordance with the terms of this Resolution and the Series 2023A Note Purchase and Advance Agreement.

“Maturity Extension Period” means the time period from the Initial Maturity Date to the Extended Maturity Date.

“Prime Rate” means, for any day, a rate per annum equal to Bank’s announced Prime Rate, and shall change effective on the date any change in Bank’s Prime Rate is publicly announced as being effective; provided that if the Prime Rate would be less than zero percent (0%), then the Prime Rate shall be deemed to be zero percent (0%).

“Purchaser” means Truist Commercial Equity, Inc. or any successor or assign thereof permitted hereby.

“Purchaser Tax Rate” means the maximum marginal rate of federal income tax applicable to the taxable income of the Purchaser, its successors or assigns.

“Relevant Governmental Body” means the Federal Reserve Board and/or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Federal Reserve Board and/or the Federal Reserve Bank of New York or any successor thereto.

“Relevant Governmental Body Recommended Rate” means, in respect of any relevant day, the rate (inclusive of any spreads or adjustments which may be positive or negative) recommended as the replacement for the Benchmark by the Relevant Governmental Body (which rate may be produced by the Federal Reserve Bank of New York or another administrator).

“Series 2023A Note” means the General Obligation School Bond Anticipation Note, Series 2023A issued by the County pursuant to this Resolution in an aggregate amount not to exceed \$530,700,000.

“Series 2023A Note Registrar” shall have the meaning assigned to such term in Section 6.

“Series 2023A Note Purchase and Advance Agreement” means the Note Purchase and Advance Agreement by and among the Commission, the County and the Purchaser with respect to the Series 2023A Note.

“Spread” means (i) 0.23% per annum while the Series 2023A Note accrues interest at the Adjusted SOFR Rate and (ii) 0.29% while the Series 2023A Note accrues interest at the Taxable Adjusted SOFR Rate.

“Taxable Adjusted SOFR Rate” means the rate of interest per annum equal to the sum obtained by adding (i) the Benchmark (provided that if said rate would be less than 0%, then it shall be deemed to be 0%), plus (ii) the Spread, which shall be adjusted with changes in the Benchmark. The Taxable Adjusted SOFR Rate shall adjust monthly on the first day of each Interest Period. Any change in the Taxable Adjusted SOFR Rate due to a change in the Benchmark shall be effective from and including the effective date of such change in the Benchmark without notice to the County.

“Term Loan Rate” means, for the first day that the Term Loan Rate is in effect to and including the 180th day, the Prime Rate, and thereafter means the Prime Rate plus 1%; provided, however, that the Term Loan Rate shall in no event exceed the Ceiling Rate.

“Term SOFR” means the Term SOFR reference rate for a one month tenor as administered by the Term SOFR Administrator and quoted by Bloomberg Finance L.P., or any quoting service or commonly available source utilized by the Purchaser on the Determination Day; provided that if as of 5:00 p.m. (New York time) on the Determination Day, Term SOFR for such tenor has not been published by the Term SOFR Administrator, then the rate used will be Term SOFR for such tenor as published by the Term SOFR Administrator for the immediately preceding U.S. Government Securities Business Day on which such rate was published on the Term SOFR Administrator’s website so long as such immediately preceding U.S. Government Securities Business Day is not more than three (3) U.S. Government Securities Business Days prior to such Determination Day.

“Term SOFR Administrator” means CME Group Benchmark Administration Limited or a successor administrator of the Term SOFR Reference Rate selected by the Purchaser in its sole discretion.

“U.S. Government Securities Business Day” means any day except for (i) a Saturday, (ii) a Sunday, or (iii) a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

In addition, capitalized terms used herein and not defined shall have the meaning assigned in the Series 2023A Note Purchase and Advance Agreement.

Section 3. (a) In anticipation of the receipt of the proceeds of the sale of a like amount of School Bonds of the County referred to above, the issuance of the Series 2023A Note in an aggregate principal amount not exceeding \$530,700,000 is hereby authorized. The Series 2023A Note shall be issued as a single note of the County registered and payable as to principal and interest in the name of the Purchaser, shall evidence the Initial Advance and each Additional Advance, shall be designated “General Obligation School Bond Anticipation Note, Series 2023A” and shall be dated the date of the Initial Advance. Subject to the provisions set forth below for the optional and mandatory redemption of the Series 2023A Note, the Series 2023A Note shall mature on the Maturity Date. The Series 2023A Note shall bear interest at a variable rate as provided in Section 3(d) of this Resolution. Both the principal of and the interest on the Series 2023A Note shall be payable in any coin or currency of the United States of America that at the time of payment is legal tender for the payment of public and private debts.

(b) After the Initial Advance, the County may request the Purchaser to make Additional Advances of funds to it to be evidenced by the Series 2023A Note in addition to the Initial Advance. Each Advance shall constitute the purchase by the Purchaser of a portion of the principal amount of the Series 2023A Note authorized to be issued by this Resolution, and the principal due on the Series 2023A Note shall be correspondingly increased in the amount of the Advance. For each request for an Additional Advance, the County shall submit to the Purchaser, at least one Business Day prior to the requested date of disbursement, a completed written disbursement request in the form set forth in the Series 2023A Note Purchase and Advance Agreement (an "Advance Request"). Each Advance Request may be delivered as provided in the Series 2023A Note Purchase and Advance Agreement and shall state the amount of the Additional Advance, the requested date of delivery thereof, and such other information as is required by the terms of the Series 2023A Note Purchase and Advance Agreement. The County may not request more than four Advances in a calendar month, and after the Initial Advance, any Additional Advance shall be for a minimum amount of \$500,000. Each Advance Request shall be in the form set forth in Exhibit B to the Series 2023A Note Purchase and Advance Agreement and be executed by the manual or electronic signature of the County Manager, the Chief Financial Officer or the Debt Manager of the County. A copy of each request shall be submitted to the Commission at the time of submission to the Purchaser.

No Additional Advance shall be requested by the County (nor funded by the Purchaser) if the funding of the Additional Advance would cause the aggregate amount of Advances to exceed \$530,700,000, or the unpaid principal balance of the Series 2023A Note to exceed the lesser of (i) \$265,350,000 and (ii) \$530,700,000 less the total amount of prior advances that have been repaid.

(c) Initially, the Series 2023A Note shall mature, and the County shall pay to the Purchaser the outstanding principal amount of the Series 2023A Note, on the Initial Maturity Date.

If on the Initial Maturity Date (1) 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, shall have occurred and be continuing under this Resolution or the Series 2023A Note Purchase and Advance Agreement and (2) the representations and warranties of the County set forth in the Series 2023A Note Purchase and Advance Agreement are true and correct in all material respects, then the principal shall not be so due on the Initial Maturity Date and the Series 2023A Note shall enter the Extended Maturity Period. During the Extended Maturity Period the unpaid principal amount otherwise due on the Initial Maturity Date shall be subject to mandatory redemption in ten equal semi-annual installments on the first Business Day of each April and October commencing October 1, 2028, with a final payment on the Extended Maturity Date, as provided in Section 4 below. If during the Extended Maturity Period an Event of Default occurs under this Resolution or the Series 2023A Note Purchase and Advance Agreement, then the unpaid principal of the Series 2023A Note shall become immediately due and payable.

The unpaid principal on the Series 2023A Note shall be payable on the Initial Maturity Date or Extended Maturity Date (as herein provided) to the registered owner of the Series 2023A Note as of such date, without the necessity of presentation of the Series 2023A Note for payment.

(d) The Series 2023A Note shall bear interest as provided in this Section 3(d) from the date of the Initial Advance until the payment in full of the Series 2023A Note. Interest shall accrue on principal balance of the Series 2023A Note as the same shall increase in connection with Advances or decrease in connection with redemptions. Interest on the Series 2023A Note shall be

paid monthly on each Interest Payment Date unless otherwise provided herein. The interest payable on each Interest Payment Date shall be the interest on the Series 2023A Note accrued through the last day of the calendar month preceding the Interest Payment Date. In no event shall the Interest Rate on the Series 2023A Note exceed the Ceiling Rate.

(i)(A) The Series 2023A Note shall initially bear interest at the Adjusted SOFR Rate from the date of the Initial Advance until the earlier of the Initial Maturity Date or the date on which circumstances occur which cause another Interest Rate to apply to amounts outstanding under the Series 2023A Note pursuant to this Resolution and the Series 2023A Note Purchase and Advance Agreement. For each Interest Period, the Calculation Agent shall determine the Adjusted SOFR Rate as of each Determination Date. Interest with respect to Additional Advances shall be computed at the Adjusted SOFR Rate then in effect. The Adjusted SOFR Rate will be computed on the basis of actual number of days elapsed in the calculation period and a year of 360 days.

In the event of the occurrence of a Determination of Taxability, the Series 2023A Note shall thereafter bear interest computed and paid at the Taxable Adjusted SOFR Rate. In addition, the County shall pay to the Purchaser an amount equal to the positive difference, if any, between the amount of interest that would have been paid on the Series 2023A Note from the Inclusion Date if interest were computed at the Taxable Adjusted SOFR Rate and the amount actually paid to the Purchaser computed at the Adjusted SOFR Rate (or other applicable rate). In addition, the County shall reimburse the Purchaser for any interest, penalties or other charges the Purchaser is required to incur on account of the Determination of Taxability.

(B) In the event the Purchaser determines in its sole discretion that (i) there is a public announcement by the administrator of a Benchmark or a Relevant Governmental Body that such Benchmark will cease or has ceased to be published; (ii) a public announcement is made by the administrator of a Benchmark or any Relevant Governmental Body that the Benchmark is no longer representative; or (iii) a Relevant Governmental Body has determined that the Purchaser may no longer utilize the Benchmark for purposes of setting interest rates (each a “Benchmark Transition Event”); the Purchaser will have no obligation to make, fund or maintain an Advance based on the Benchmark and on a date and time determined by the Purchaser, without any further action or consent of by the County or amendment to the Series 2023 Note, the first available alternative set forth in the order below that can be determined by the Purchaser shall replace the Benchmark (the “Successor Rate”):

- (x) Relevant Governmental Body Recommended Rate; or
- (y) Alternative Benchmark Rate.

In connection with the implementation of a Successor Rate, the Purchaser will have the right to make Conforming Changes from time to time and, notwithstanding anything to the contrary herein, any amendments implementing such Successor Rate or Conforming Changes will become effective without any further action or consent of the County. Notwithstanding anything else herein, if at any time any Successor Rate as so determined would otherwise be less than zero percent (0%), the Successor Rate will be deemed to be zero percent (0%). For avoidance of doubt, following the implementation of a Successor

Rate, the reference to “Benchmark” in the definitions of “Adjusted SOFR Rate” and “Taxable Adjusted SOFR Rate” shall be deemed and interpreted to mean the Successor Rate. The Spread and minimum rate, if any, shall continue to apply.

The Purchaser will notify (in one or more notices) the County of the implementation of any Successor Rate. Any determination or decision that may be made by the Purchaser pursuant to this Section, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in the Purchaser’s sole discretion and without consent from the County.

(C) In the event the Purchaser determines in its sole discretion that the Purchaser cannot make, fund, or maintain an Advance based upon the Benchmark due to illegality or the inability to ascertain or determine said rate on the basis provided for herein (“Unavailability Period”) and a Benchmark Transition Event has not occurred, then at the election of the Purchaser the Benchmark shall convert to the Alternative Benchmark Rate for purposes of calculating the Adjusted SOFR Rate, and, if applicable, the Taxable Adjusted SOFR Rate, on the then outstanding principal balance and for interest accruing on any fundings or advances requested by the County and, thereafter, the Adjusted SOFR Rate, and, if applicable, the Taxable Adjusted SOFR Rate, shall adjust simultaneously with any fluctuation in the Alternative Benchmark Rate. In the event the Purchaser determines that the circumstances giving rise to the Unavailability Period have ended, at such time as determined by the Purchaser, the Benchmark will revert to the prior Benchmark (provided a Benchmark Transition Event has not occurred). the Purchaser shall provide notice, which may be after the implementation of the Alternative Benchmark Rate as contemplated hereunder, to the County of any Benchmark change that is made pursuant to this subsection (c). For avoidance of doubt, following conversion to the Alternative Benchmark Rate under this subsection (c), the reference to “Benchmark” in the definitions of “Adjusted SOFR Rate” and “Taxable Adjusted SOFR Rate” shall be deemed and interpreted to mean the Alternative Benchmark Rate. The Spread and minimum rate, if any, shall continue to apply.

(D) While the Series 2023A Note bears interest at the Adjusted SOFR Rate, if at any time after the date hereof there should be any change in the maximum marginal rate of federal income tax applicable to the taxable income of the Purchaser, its successors or assigns (the “Purchaser Tax Rate”), then the Adjusted SOFR Rate in effect hereunder from time to time as herein provided, shall be adjusted by the Purchaser (upward or downward, as the case may be), effective as of the effective date of any such change in the Purchaser Tax Rate, by multiplying the Adjusted SOFR Rate by a fraction, the denominator of which is one hundred percent (100%) minus the Purchaser Tax Rate in effect upon the date hereof, and the numerator of which is one hundred percent (100%) minus the Purchaser Tax Rate after giving effect to such change.

(ii) Upon the occurrence and during the continuance of an Event of Default with respect to the Series 2023A Note, the Series 2023A Note shall bear interest at the Default Rate, such interest shall be payable on each Interest Payment Date and upon demand.

(iii) During any Maturity Extension Period, the Series 2023A Note shall bear interest at the Term Loan Rate, payable on each Interest Payment Date.

(iv) In the event that there is any inconsistency between the provisions for the determination of the interest rate on the Series 2023A Note herein and in the Series 2023A Note Purchase and Advance Agreement, the provisions of the Series 2023A Note Purchase and Advance Agreement shall be controlling.

(e) The principal of the Series 2023A Note shall be payable to the Purchaser as the registered owner of the Series 2023A Note on the registration books of the County provided for below as the same shall become due and payable on the Initial Maturity Date or, if applicable, the Extended Maturity Date, and the interest on the Series 2023A Note shall be payable to the Purchaser as the registered owner of the Series 2023A Note as the same shall become due and payable on the respective Interest Payment Dates as provided in Section 3(d).

(f) The proceeds of each Advance shall be used by the County to pay or reimburse the County for project costs authorized under the bond order described in Section 1 pursuant to which School Bonds are to be issued or to pay or reimburse the County for payment of costs incurred by the County in connection with the authorization, sale or issuance of the Series 2023A Note.

Section 4. (a) The County may, at its option, with any available funds, redeem the Series 2023A Note in whole or in part on any date, at a redemption price equal to one hundred percent (100%) of the outstanding principal of the Series 2023A Note to be redeemed, plus accrued interest thereon to the date of such redemption, upon not less than seven days' prior written notice by electronic mail. Any notice of redemption pursuant to this paragraph may state that the redemption to be effected is conditioned on receipt by the Series 2023A Note Registrar on or before the redemption date of moneys sufficient to pay the redemption price of and interest on the portion of the Series 2023A Note to be redeemed. If the notice contains such a condition and moneys sufficient to pay the redemption price of and interest on the portion of the Series 2023A Note are not received by the Series 2023A Note Registrar on or before the redemption date, the redemption shall not be made and the Series 2023A Note Registrar will, as soon as possible on the redemption date, give notice, in the manner in which the notice of redemption was given, that sufficient moneys were not so received and the redemption will not take place.

(b) Subject to the terms of Section 3(c) above and the Series 2023A Note Purchase and Advance Agreement, if the Series 2023A Note is not required to be paid in full on the Initial Maturity Date, the Series 2023A Note shall be subject to mandatory redemption in equal (as nearly as possible) semi-annual installments on each April 1 and October 1 of each year beginning October 1, 2028; provided, however, that, notwithstanding anything contained herein to the contrary, the entire outstanding principal amount of the Series 2023A Note, plus accrued and unpaid interest thereon, shall be due and payable in full on the Extended Maturity Date.

(c) In addition to the principal of and interest on the portion of the Series 2023A Note being redeemed, the County shall pay all additional amounts required to be paid under the Series 2023A Note Purchase and Advance Agreement in connection with any Series 2023A Note redemption.

Section 5. The Series 2023A Note shall bear the manual signatures of the Chairman of the Board and the Clerk to the Board and the corporate seal of the County shall be impressed on the Series 2023A Note.

The certificate of the Commission to be endorsed on the Series 2023A Note shall bear the manual or facsimile signature of the Secretary of the Commission and the certificate of authentication of the Series 2023A Note Registrar to be endorsed on the Series 2023A Note shall be executed as provided hereinafter.

In case any officer of the County or the Commission whose manual or facsimile signature shall appear on the Series 2023A Note shall cease to be such officer before the delivery of the Series 2023A Note, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes the same as if he had remained in office until such delivery, and the Series 2023A Note may bear the manual or facsimile signatures of such persons as at the actual time of the execution of the Series 2023A Note shall be the proper officers to sign the Series 2023A Note although at the date of the Series 2023A Note such persons may not have been such officers.

The Series 2023A Note shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under this Resolution until it shall have been authenticated by the execution by the Series 2023A Note Registrar of the certificate of authentication endorsed thereon.

The Series 2023A Note and the endorsements thereon shall be in substantially the following form:

ATTENTION:

NO OFFERING CIRCULAR OR MEMORANDUM, OFFICIAL STATEMENT OR OTHER DISCLOSURE DOCUMENT HAS BEEN PREPARED OR PROVIDED BY THE COUNTY IN CONNECTION WITH THE OFFERING AND SALE OF THIS NOTE. THIS NOTE MAY ONLY BE TRANSFERRED AS PROVIDED IN SECTION 6 OF THE RESOLUTION.

No. R-1

United States of America
State of North Carolina
COUNTY OF WAKE
GENERAL OBLIGATION SCHOOL BOND
ANTICIPATION NOTE, SERIES 2023A

Capitalized terms used herein and not defined shall have the meaning assigned in the Resolution, which is defined below.

The County of Wake, in the State of North Carolina (the “County”), is justly indebted and for value received hereby promises to pay to

TRUIST COMMERCIAL EQUITY, INC.

and its successors and assigns, the principal sum of

NOT EXCEEDING FIVE HUNDRED THIRTY MILLION SEVEN HUNDRED
THOUSAND DOLLARS (\$530,700,000),

such amount payable to be the amount that has been disbursed and remains outstanding on the Initial Maturity Date or, to the extent permitted by the terms of the Resolution and the Series

2023A Note Purchase and Advance Agreement (as defined in the Resolution), the Extended Maturity Date or the date of any redemption of this note with interest thereon from the date hereof until paid in full at the Interest Rate, as provided in the Resolution. The principal amount of this note from time to time equals the aggregate amount of the Advances minus the aggregate of the principal amounts of the Series 2023A Note previously redeemed, all as provided in the Resolution.

Interest on the principal balance hereof from time to time outstanding shall be due and payable (a) in arrears on the first Business Day of each month, beginning with the first such day to occur after the date of delivery of this note and (b) on the date when the principal of this note shall be due (whether at maturity or by redemption prior to maturity), but only to the extent accrued. The interest payable on the first Business Day of each month shall be the interest on this Note accrued through the last day of the calendar month preceding payment date. All principal hereunder shall be due and payable on the Initial Maturity Date or, if applicable, the Extended Maturity Date or the date of any redemption hereof, or such earlier date as provided in the Resolution.

Both the principal of and the interest on this note shall be paid in any coin or currency of the United States of America that is legal tender for the payment of public and private debts on the respective dates of payment thereof. For the prompt payment hereof, principal and interest as the same shall become due, the faith and credit of the County are hereby irrevocably pledged.

This note is given for money borrowed in anticipation of the receipt of the proceeds of the sale of School Bonds duly authorized by an order adopted by the Board of Commissioners for the County and approved by the vote of a majority of the qualified voters of the County who voted thereon at a referendum duly called and held on November 8, 2022, all, as provided in the Resolution. This note is issued pursuant to and in full compliance with The Local Government Bond Act, as amended, Article 9, as amended, of Chapter 159 of the General Statutes of North Carolina and a resolution duly passed by said Board on June 20, 2023 (the "Resolution").

This note is registered as to principal and interest in the name of Truist Commercial Equity, Inc. The Chief Financial Officer of the County has been appointed as the Note Registrar for this note. The Note Registrar shall keep at his office the books of the County for the registration of this note, increases to the principal amount due with respect to this note and the payment of the principal of and interest on this note as provided in the Resolution.

This note is subject to redemption as provided in the Resolution.

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of North Carolina to happen, exist and be performed precedent to and in the issuance of this note have happened, exist and have been performed in regular and due form and time as so required and that the total indebtedness of the County, including this note, does not exceed any constitutional or statutory limitation thereon.

This note shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Resolution until this note shall have been authenticated by the execution by the Note Registrar of the certificate of authentication endorsed hereon.

IN WITNESS WHEREOF, the County, by resolution duly passed by its Board, has caused this note to be manually signed by the Chairman of said Board and the Clerk to said Board and its corporate seal to be impressed hereon, all as of the 8th day of August, 2023.

Chairman of the Board

Clerk to the Board

CERTIFICATE OF LOCAL GOVERNMENT COMMISSION FOR COUNTY OF WAKE
GENERAL OBLIGATION SCHOOL BOND ANTICIPATION NOTE, SERIES 2023A

The issuance of the within note has been approved under the provisions of The Local Government Bond Act of North Carolina.

Secretary, Local Government Commission

CERTIFICATE OF AUTHENTICATION FOR COUNTY OF WAKE GENERAL
OBLIGATION SCHOOL BOND ANTICIPATION NOTE, SERIES 2023A

This note is issued under the provisions of the within-mentioned Resolution.

Chief Financial Officer of the County of Wake,
North Carolina, as Note Registrar

By: _____
Authorized Signatory

Date of authentication: _____

[END OF FORM OF NOTE]

Section 6. The County shall appoint such registrars, paying agents or other agents as may be necessary for the registration of the Series 2023A Note, recording of increases in the principal amount due under the Series 2023A Note and the payment of principal and interest with respect to the Series 2023A Note. The Chief Financial Officer of the County is hereby appointed the registrar and paying agent for the Series 2023A Note (collectively, the “Series 2023A Note Registrar”), subject to the right of the Board to appoint another registrar, and as such shall keep at his office the books of the County for the registration and payment of the Series 2023A Note as provided in this Resolution.

The Series 2023A Note Registrar shall maintain the official records of the principal amount due with respect to the Series 2023A Note, including the date and amount of the Initial Advance and each Additional Advance and the date and amount of each redemption of the Series 2023A Note. Such records will be made available promptly to the Purchaser upon request.

The transfer of the Series 2023A Note may be registered only upon the registration books of the County upon the surrender thereof to the Series 2023A Note Registrar together with an assignment duly executed by the registered owner or his attorney or legal representative in such form as shall be satisfactory to the Series 2023A Note Registrar. Upon any registration of transfer, the Series 2023A Note Registrar shall deliver in exchange for the Series 2023A Note a new Note, registered in the name of the transferee in the principal amount equal to the then outstanding principal amount of the Series 2023A Note. Notwithstanding the foregoing, the Series 2023A Note may only be transferred to (i) a qualified institutional buyer as defined in Rule 144A promulgated under the Securities Act of 1933, as amended (the "1933 Act"), or (ii) a trust or custodial arrangement established by the Purchaser or one of its affiliates, the owners of the beneficial interests in which are limited to qualified institutional buyers, that executes and delivers to the County an Investor Letter in the form of Exhibit A to the Series 2023A Note Purchase and Advance Agreement. In no event shall the Series 2023A Note be transferred to any person or entity who holds the Series 2023A Note for the benefit of a person or entity that is not a qualified institutional buyer or as part of a pool of assets in which persons that are not qualified institutional buyers may invest, such as a mutual fund or retirement plan. In addition, the Purchaser or other owner of the Series 2023A Note may at any time sell, pledge or grant a security interest in all or any portion of its interest in the Series 2023A Note to the Federal Reserve Bank without notice to, or consent by, the County and no Investor Letter will be required in connection with such transfer.

In all cases in which the transfer of the Series 2023A Note shall be registered hereunder, the Series 2023A Note Registrar shall authenticate and deliver at the earliest practicable time a replacement note in accordance with the provisions of this Resolution. The Series 2023A Note surrendered in any such exchange or registration of transfer shall forthwith be cancelled by the Series 2023A Note Registrar. The County or the Series 2023A Note Registrar may make a charge for shipping and out-of-pocket costs for every such registration of transfer of the Series 2023A Note sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to an exchange or registration of transfer.

The person or entity in whose name the Series 2023A Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of and the interest on the Series 2023A Note shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Series 2023A Note and interest thereon, to the extent of the sum or sums so paid.

Section 7. The County covenants that, to the extent permitted by the Constitution and laws of the State of North Carolina, it will comply with the requirements of the Internal Revenue Code of 1986, as amended, relating to the issuance of the Series 2023A Note, except to the extent that the County obtains an opinion of bond counsel to the effect that noncompliance would not result in interest on the Series 2023A Note being includable in the gross income of its owner for purposes of federal income taxation.

Section 8. The Commission is hereby requested to sell the Series 2023A Note at private sale without advertisement to the Purchaser, subject to the approval of the Chief Financial Officer of the County in accordance with the Series 2023A Note Purchase and Advance Agreement.

Section 9. The Series 2023A Note Purchase and Advance Agreement, in substantially the form submitted to the Board in connection with this Resolution, is hereby approved and each of the County Manager, the Chief Financial Officer and the Debt Manager of the County is hereby authorized to execute and deliver the Series 2023A Note Purchase and Advance Agreement in substantially such form and with such changes, additions and omissions as may be approved by the Chief Financial Officer of the County, such approval to be conclusively evidenced by such execution.

Section 10. The County Manager, the Chief Financial Officer, Debt Manager, the County Attorney and other officers, agents and employees of the County are hereby authorized and directed to take such other actions and to execute and deliver such documents, certificates, undertakings, agreements or other instruments as may be necessary or appropriate to effectuate the issuance of the Series 2023A Note; and the terms of this Resolution and the Series 2023A Note Purchase and Advance Agreement for the full, punctual and complete performance of the terms, covenants, provisions and agreements therein and herein and all actions heretofore taken by any of such officers or any other officer of the County relating to this matter on behalf of the County are hereby approved, ratified and confirmed. Such persons are expressly authorized to execute any documentation that may be reasonably required by the Purchaser of the Series 2023A Note.

Section 11. This Resolution is passed with the intent that the laws of the State of North Carolina shall govern its construction.

Section 12. This Resolution shall take effect upon its passage.

**RESOLUTION PROVIDING FOR THE ISSUANCE OF
A GENERAL OBLIGATION COMMUNITY COLLEGE BOND
ANTICIPATION NOTE, SERIES 2023B IN AN AMOUNT NOT TO
EXCEED \$180,225,000**

BE IT RESOLVED by the Board for the County, as follows:

Section 1. The Board of Commissioners (the “Board”) for the County of Wake, North Carolina (the “County”) has determined and does hereby find and declare:

(a) An order authorizing \$353,200,000 Community College Bonds (the “Community College Bonds”) was adopted by the Board on July 11, 2022, which order was approved by the vote of a majority of the qualified voters of the County who voted thereon at a referendum duly called and held on November 8, 2022. None of such Community College Bonds have been issued and no notes have been issued in anticipation of the receipt of the proceeds of the sale of the Community College Bonds.

(b) It is necessary to provide for the issuance of notes in anticipation of the receipt of the proceeds of the sale of Community College Bonds in an amount not exceeding \$180,225,000.

(c) Truist Commercial Equity, Inc. (the “Purchaser”) has submitted an offer whereby the Purchaser will purchase up to \$180,225,000 of such bond anticipation notes pursuant to a Note Purchase and Advance Agreement by and among the Local Government Commission of North Carolina, the County and the Purchaser (the “Series 2023B Note Purchase and Advance Agreement,” which term shall also include such Agreement as amended, modified or supplemented from time to time in accordance with its terms and any successor similar agreements with other owners of the Series 2023B Note), under which the Purchaser will purchase one note that will increase in principal amount from time to time, up to \$180,225,000, by the amount of advances made by the Purchaser to the County and will decrease to the extent that the principal amount advanced is repaid. The amounts advanced by the Purchaser will be used by the County to finance costs of projects for which the Community College Bonds are authorized.

Section 2. As used herein, the following terms shall have the following meanings:

“*Additional Advance*” means each advance of funds by the Purchaser after the Initial Advance pursuant to the Series 2023B Note, the provisions of this Resolution and the Series 2023B Note Purchase and Advance Agreement.

“*Adjusted SOFR Rate*” means the rate of interest per annum equal to the product obtained by adding (i) the product of (x) 79% and (y) the Benchmark (provided that if said rate would be less than 0%, then it shall be deemed to be 0%) plus (ii) the Spread, which shall be adjusted with changes in the Benchmark. The Adjusted SOFR Rate shall adjust monthly on the first day of each Interest Period. Any change in the Adjusted SOFR Rate due to a change in the Benchmark shall be effective from and including the effective date of such change in the Benchmark without notice to the County.

“*Advance*” means the Initial Advance and each Additional Advance.

“*Advance Request*” has the meaning assigned in Section 3(b).

“Alternative Benchmark Rate” means a rate of interest per annum equal to the Prime Rate minus two and 5/10 percent (2.5%) which shall adjust daily with changes in the Prime Rate.

“Bank” means Truist Bank and its successors and assigns.

“Benchmark” means initially Term SOFR, and upon the Purchaser’s determination under Section 3(d) hereof, will thereafter be the then-current Successor Rate as provided in Section 3(d)(i).

“Business Day” means a day other than a Saturday, Sunday, legal holiday or any other day when the Bank is authorized or required by applicable law to be closed.

“Calculation Agent” means the Purchaser or any affiliate of the Purchaser designated by Purchaser to be the Calculation Agent, and, if the Purchaser (or its designated affiliate) declines to continue to act as Calculation Agent and no other affiliate of the Purchaser is nominated who agrees to act as Calculation Agent, any other person or entity appointed by the County to act as Calculation Agent that is acceptable to the Purchaser.

“Ceiling Rate” means the lesser of 22% per annum and the maximum rate permitted by applicable law.

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

“Conforming Changes” means, with respect to any Successor Rate, any technical, administrative or operational changes (including changes to the definitions such as “U.S. Government Securities Business Day,” “Interest Period,” timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, length of lookback periods, the applicability of breakage provisions and other technical, administrative or operational matters) that the Purchaser decides may be appropriate to reflect the adoption and implementation of such Successor Rate and to permit the administration thereof by the Purchaser in a manner the Purchaser decides is reasonably necessary in connection with the administration of the Series 2023B Note.

“Default Rate” means a per annum rate of interest equal to the Term Loan Rate plus two percent (2.00%); provided, however, that the Default Rate shall in no event exceed the Ceiling Rate.

“Determination Day” means that date which is (i) two U.S. Government Securities Business Days prior to the first day of the Interest Period if such day is a U.S. Government Securities Business Day or (ii) if the first day of the Interest Period is not a U.S. Government Securities Business Day then two U.S. Government Securities Business Days prior to the U.S. Government Securities Business Day immediately preceding the commencement of the Interest Period.

“Determination of Taxability” means a final decree or judgment of any federal court or a final action of the Internal Revenue Service determining or concluding that interest paid or payable on the Series 2023B Note is or was includable in the gross income of the Purchaser for federal income tax purposes; provided, that no such decree, judgment, or action will be considered final for this purpose unless the County has been given written notice and, if it is so desired and is

legally allowed, has been afforded the opportunity to contest the same, either directly or in the name of the Purchaser, and until the conclusion of any appellate review, of such decree or judgment or Internal Revenue Service determination. A Determination of Taxability does not include and will not be triggered by a change in law by Congress that causes the interest on the Series 2023B Note to be includable in the Purchaser's gross income.

"Event of Default" means the failure of the County to timely pay any amount due under the Series 2023B Note as the same becomes due and payable or the occurrence of a default or event of default under the Series 2023B Note Purchase and Advance Agreement.

"Extended Maturity Date" means April 1, 2033.

"Inclusion Date" means the first date that the interest on the Series 2023B Note is includable in the gross income of the Purchaser as a result of a Determination of Taxability.

"Initial Advance" means the advance of funds by the Purchaser to the County on the Series 2023B Note made concurrently with the issuance of the Series 2023B Note pursuant to the terms of this Resolution and the Series 2023B Note Purchase and Advance Agreement.

"Initial Maturity Date" means April 1, 2028.

"Interest Payment Date" means the first Business Day of each month and April 1, 2028.

"Interest Period" means the one month period commencing on the first day of each month and each subsequent period shall commence on the first day of each month; provided, however, that the first Interest Period shall commence on the date of the Initial Advance and end on the last day of the month in which such Initial Advance occurred.

"Interest Rate" means the per annum rate of interest borne by the Series 2023B Note pursuant to the terms hereof and of the Series 2023B Note, which shall be the Adjusted SOFR Rate, the Term Loan Rate, the Taxable Adjusted SOFR Rate or the Default Rate, all as provided in Section 3(d), provided, however, that the Interest Rate shall not exceed the Ceiling Rate.

"Maturity Date" means the Initial Maturity Date; provided, however, that the Maturity Date shall mean the Extended Maturity Date if the maturity of the Series 2023B Note is extended to the Extended Maturity Date in accordance with the terms of this Resolution and the Series 2023B Note Purchase and Advance Agreement.

"Maturity Extension Period" means the time period from the Initial Maturity Date to the Extended Maturity Date.

"Prime Rate" means, for any day, a rate per annum equal to Bank's announced Prime Rate, and shall change effective on the date any change in Bank's Prime Rate is publicly announced as being effective; provided that if the Prime Rate would be less than zero percent (0%), then the Prime Rate shall be deemed to be zero percent (0%).

"Purchaser" means Truist Commercial Equity, Inc. or any successor or assign thereof permitted hereby.

"Purchaser Tax Rate" means the maximum marginal rate of federal income tax applicable to the taxable income of the Purchaser, its successors or assigns.

“Relevant Governmental Body” means the Federal Reserve Board and/or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Federal Reserve Board and/or the Federal Reserve Bank of New York or any successor thereto.

“Relevant Governmental Body Recommended Rate” means, in respect of any relevant day, the rate (inclusive of any spreads or adjustments which may be positive or negative) recommended as the replacement for the Benchmark by the Relevant Governmental Body (which rate may be produced by the Federal Reserve Bank of New York or another administrator).

“Series 2023B Note” means the General Obligation Community College Bond Anticipation Note, Series 2023B issued by the County pursuant to this Resolution in an aggregate amount not to exceed \$180,225,000.

“Series 2023B Note Registrar” shall have the meaning assigned to such term in Section 6.

“Series 2023B Note Purchase and Advance Agreement” means the Note Purchase and Advance Agreement by and among the Commission, the County and the Purchaser with respect to the Series 2023B Note.

“Spread” means (i) 0.23% per annum while the Series 2023B Note accrues interest at the Adjusted SOFR Rate and (ii) 0.29% while the Series 2023B Note accrues interest at the Taxable Adjusted SOFR Rate.

“Taxable Adjusted SOFR Rate” means the rate of interest per annum equal to the sum obtained by adding (i) the Benchmark (provided that if said rate would be less than 0%, then it shall be deemed to be 0%), plus (ii) the Spread, which shall be adjusted with changes in the Benchmark. The Taxable Adjusted SOFR Rate shall adjust monthly on the first day of each Interest Period. Any change in the Taxable Adjusted SOFR Rate due to a change in the Benchmark shall be effective from and including the effective date of such change in the Benchmark without notice to the County.

“Term Loan Rate” means, for the first day that the Term Loan Rate is in effect to and including the 180th day, the Prime Rate, and thereafter means the Prime Rate plus 1%; provided, however, that the Term Loan Rate shall in no event exceed the Ceiling Rate.

“Term SOFR” means the Term SOFR reference rate for a one month tenor as administered by the Term SOFR Administrator and quoted by Bloomberg Finance L.P., or any quoting service or commonly available source utilized by the Purchaser on the Determination Day; provided that if as of 5:00 p.m. (New York time) on the Determination Day, Term SOFR for such tenor has not been published by the Term SOFR Administrator, then the rate used will be Term SOFR for such tenor as published by the Term SOFR Administrator for the immediately preceding U.S. Government Securities Business Day on which such rate was published on the Term SOFR Administrator’s website so long as such immediately preceding U.S. Government Securities Business Day is not more than three (3) U.S. Government Securities Business Days prior to such Determination Day.

“Term SOFR Administrator” means CME Group Benchmark Administration Limited or a successor administrator of the Term SOFR Reference Rate selected by the Purchaser in its sole discretion.

“U.S. Government Securities Business Day” means any day except for (i) a Saturday, (ii) a Sunday, or (iii) a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

In addition, capitalized terms used herein and not defined shall have the meaning assigned in the Series 2023B Note Purchase and Advance Agreement.

Section 3. (a) In anticipation of the receipt of the proceeds of the sale of a like amount of Community College Bonds of the County referred to above, the issuance of the Series 2023B Note in an aggregate principal amount not exceeding \$180,225,000 is hereby authorized. The Series 2023B Note shall be issued as a single note of the County registered and payable as to principal and interest in the name of the Purchaser, shall evidence the Initial Advance and each Additional Advance, shall be designated “General Obligation Community College Bond Anticipation Note, Series 2023B” and shall be dated the date of the Initial Advance. Subject to the provisions set forth below for the optional and mandatory redemption of the Series 2023B Note, the Series 2023B Note shall mature on the Maturity Date. The Series 2023B Note shall bear interest at a variable rate as provided in Section 3(d) of this Resolution. Both the principal of and the interest on the Series 2023B Note shall be payable in any coin or currency of the United States of America that at the time of payment is legal tender for the payment of public and private debts.

(b) After the Initial Advance, the County may request the Purchaser to make Additional Advances of funds to it to be evidenced by the Series 2023B Note in addition to the Initial Advance. Each Advance shall constitute the purchase by the Purchaser of a portion of the principal amount of the Series 2023B Note authorized to be issued by this Resolution, and the principal due on the Series 2023B Note shall be correspondingly increased in the amount of the Advance. For each request for an Additional Advance, the County shall submit to the Purchaser, at least one Business Day prior to the requested date of disbursement, a completed written disbursement request in the form set forth in the Series 2023B Note Purchase and Advance Agreement (an “Advance Request”). Each Advance Request may be delivered as provided in the Series 2023B Note Purchase and Advance Agreement and shall state the amount of the Additional Advance, the requested date of delivery thereof, and such other information as is required by the terms of the Series 2023B Note Purchase and Advance Agreement. The County may not request more than four Advances in a calendar month, and after the Initial Advance, any Additional Advance shall be for a minimum amount of \$500,000. Each Advance Request shall be in the form set forth in Exhibit B to the Series 2023B Note Purchase and Advance Agreement and be executed by the manual or electronic signature of the County Manager, the Chief Financial Officer or the Debt Manager of the County. A copy of each request shall be submitted to the Commission at the time of submission to the Purchaser.

No Additional Advance shall be requested by the County (nor funded by the Purchaser) if the funding of the Additional Advance would cause the aggregate amount of Advances to exceed \$180,225,000, or the unpaid principal balance of the Series 2023B Note to exceed the lesser of (i) \$90,112,500 and (ii) \$180,225,000 less the total amount of prior advances that have been repaid.

(c) Initially, the Series 2023B Note shall mature, and the County shall pay to the Purchaser the outstanding principal amount of the Series 2023B Note, on the Initial Maturity Date.

If on the Initial Maturity Date (1) 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, shall have occurred and be continuing under this Resolution or the Series 2023B Note Purchase and Advance Agreement and (2) the representations and warranties of the County set forth in the Series 2023B Note Purchase and Advance Agreement are true and correct in all material respects, then the principal shall not be so due on the Initial Maturity Date and the Series 2023B Note shall enter the Extended Maturity Period. During the Extended Maturity Period the unpaid principal amount otherwise due on the Initial Maturity Date shall be subject to mandatory redemption in ten equal semi-annual installments on the first Business Day of each April and October commencing October 1, 2028, with a final payment on the Extended Maturity Date, as provided in Section 4 below. If during the Extended Maturity Period an Event of Default occurs under this Resolution or the Series 2023B Note Purchase and Advance Agreement, then the unpaid principal of the Series 2023B Note shall become immediately due and payable.

The unpaid principal on the Series 2023B Note shall be payable on the Initial Maturity Date or Extended Maturity Date (as herein provided) to the registered owner of the Series 2023B Note as of such date, without the necessity of presentation of the Series 2023B Note for payment.

(d) The Series 2023B Note shall bear interest as provided in this Section 3(d) from the date of the Initial Advance until the payment in full of the Series 2023B Note. Interest shall accrue on principal balance of the Series 2023B Note as the same shall increase in connection with Advances or decrease in connection with redemptions. Interest on the Series 2023B Note shall be paid monthly on each Interest Payment Date unless otherwise provided herein. The interest payable on each Interest Payment Date shall be the interest on the Series 2023B Note accrued through the last day of the calendar month preceding the Interest Payment Date. In no event shall the Interest Rate on the Series 2023B Note exceed the Ceiling Rate.

(i)(A) The Series 2023B Note shall initially bear interest at the Adjusted SOFR Rate from the date of the Initial Advance until the earlier of the Initial Maturity Date or the date on which circumstances occur which cause another Interest Rate to apply to amounts outstanding under the Series 2023B Note pursuant to this Resolution and the Series 2023B Note Purchase and Advance Agreement. For each Interest Period, the Calculation Agent shall determine the Adjusted SOFR Rate as of each Determination Date. Interest with respect to Additional Advances shall be computed at the Adjusted SOFR Rate then in effect. The Adjusted SOFR Rate will be computed on the basis of actual number of days elapsed in the calculation period and a year of 360 days.

In the event of the occurrence of a Determination of Taxability, the Series 2023B Note shall thereafter bear interest computed and paid at the Taxable Adjusted SOFR Rate. In addition, the County shall pay to the Purchaser an amount equal to the positive difference, if any, between the amount of interest that would have been paid on the Series 2023B Note from the Inclusion Date if interest were computed at the Taxable Adjusted SOFR Rate and the amount actually paid to the Purchaser computed at the Adjusted SOFR Rate (or other applicable rate). In addition, the County shall reimburse the Purchaser for any interest, penalties or other charges the Purchaser is required to incur on account of the Determination of Taxability.

(B) In the event the Purchaser determines in its sole discretion that (i) there is a public announcement by the administrator of a Benchmark or a Relevant Governmental

Body that such Benchmark will cease or has ceased to be published; (ii) a public announcement is made by the administrator of a Benchmark or any Relevant Governmental Body that the Benchmark is no longer representative; or (iii) a Relevant Governmental Body has determined that the Purchaser may no longer utilize the Benchmark for purposes of setting interest rates (each a “Benchmark Transition Event”); the Purchaser will have no obligation to make, fund or maintain an Advance based on the Benchmark and on a date and time determined by the Purchaser, without any further action or consent of by the County or amendment to the Series 2023 Note, the first available alternative set forth in the order below that can be determined by the Purchaser shall replace the Benchmark (the “Successor Rate”):

- (x) Relevant Governmental Body Recommended Rate; or
- (y) Alternative Benchmark Rate.

In connection with the implementation of a Successor Rate, the Purchaser will have the right to make Conforming Changes from time to time and, notwithstanding anything to the contrary herein, any amendments implementing such Successor Rate or Conforming Changes will become effective without any further action or consent of the County. Notwithstanding anything else herein, if at any time any Successor Rate as so determined would otherwise be less than zero percent (0%), the Successor Rate will be deemed to be zero percent (0%). For avoidance of doubt, following the implementation of a Successor Rate, the reference to “Benchmark” in the definitions of “Adjusted SOFR Rate” and “Taxable Adjusted SOFR Rate” shall be deemed and interpreted to mean the Successor Rate. The Spread and minimum rate, if any, shall continue to apply.

The Purchaser will notify (in one or more notices) the County of the implementation of any Successor Rate. Any determination or decision that may be made by the Purchaser pursuant to this Section, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in the Purchaser’s sole discretion and without consent from the County.

(C) In the event the Purchaser determines in its sole discretion that the Purchaser cannot make, fund, or maintain an Advance based upon the Benchmark due to illegality or the inability to ascertain or determine said rate on the basis provided for herein (“Unavailability Period”) and a Benchmark Transition Event has not occurred, then at the election of the Purchaser the Benchmark shall convert to the Alternative Benchmark Rate for purposes of calculating the Adjusted SOFR Rate, and, if applicable, the Taxable Adjusted SOFR Rate, on the then outstanding principal balance and for interest accruing on any fundings or advances requested by the County and, thereafter, the Adjusted SOFR Rate, and, if applicable, the Taxable Adjusted SOFR Rate, shall adjust simultaneously with any fluctuation in the Alternative Benchmark Rate. In the event the Purchaser determines that the circumstances giving rise to the Unavailability Period have ended, at such time as determined by the Purchaser, the Benchmark will revert to the prior Benchmark (provided a Benchmark Transition Event has not occurred). the Purchaser shall provide notice, which may be after the implementation of the Alternative Benchmark Rate as contemplated hereunder, to the County of any Benchmark change that is made pursuant to this subsection

(c). For avoidance of doubt, following conversion to the Alternative Benchmark Rate under this subsection (c), the reference to “Benchmark” in the definitions of “Adjusted SOFR Rate” and “Taxable Adjusted SOFR Rate” shall be deemed and interpreted to mean the Alternative Benchmark Rate. The Spread and minimum rate, if any, shall continue to apply.

(D) While the Series 2023B Note bears interest at the Adjusted SOFR Rate, if at any time after the date hereof there should be any change in the maximum marginal rate of federal income tax applicable to the taxable income of the Purchaser, its successors or assigns (the “Purchaser Tax Rate”), then the Adjusted SOFR Rate in effect hereunder from time to time as herein provided, shall be adjusted by the Purchaser (upward or downward, as the case may be), effective as of the effective date of any such change in the Purchaser Tax Rate, by multiplying the Adjusted SOFR Rate by a fraction, the denominator of which is one hundred percent (100%) minus the Purchaser Tax Rate in effect upon the date hereof, and the numerator of which is one hundred percent (100%) minus the Purchaser Tax Rate after giving effect to such change.

(ii) Upon the occurrence and during the continuance of an Event of Default with respect to the Series 2023B Note, the Series 2023B Note shall bear interest at the Default Rate, such interest shall be payable on each Interest Payment Date and upon demand.

(iii) During any Maturity Extension Period, the Series 2023B Note shall bear interest at the Term Loan Rate, payable on each Interest Payment Date.

(iv) In the event that there is any inconsistency between the provisions for the determination of the interest rate on the Series 2023B Note herein and in the Series 2023B Note Purchase and Advance Agreement, the provisions of the Series 2023B Note Purchase and Advance Agreement shall be controlling.

(e) The principal of the Series 2023B Note shall be payable to the Purchaser as the registered owner of the Series 2023B Note on the registration books of the County provided for below as the same shall become due and payable on the Initial Maturity Date or, if applicable, the Extended Maturity Date, and the interest on the Series 2023B Note shall be payable to the Purchaser as the registered owner of the Series 2023B Note as the same shall become due and payable on the respective Interest Payment Dates as provided in Section 3(d).

(f) The proceeds of each Advance shall be used by the County to pay or reimburse the County for project costs authorized under the bond order described in Section 1 pursuant to which Community College Bonds are to be issued or to pay or reimburse the County for payment of costs incurred by the County in connection with the authorization, sale or issuance of the Series 2023B Note.

Section 4. (a) The County may, at its option, with any available funds, redeem the Series 2023B Note in whole or in part on any date, at a redemption price equal to one hundred percent (100%) of the outstanding principal of the Series 2023B Note to be redeemed, plus accrued interest thereon to the date of such redemption, upon not less than seven days’ prior written notice by electronic mail. Any notice of redemption pursuant to this paragraph may state that the redemption to be effected is conditioned on receipt by the Series 2023B Note Registrar on or before the redemption date of moneys sufficient to pay the redemption price of and interest on the portion of the Series 2023B Note to be redeemed. If the notice contains such a condition and moneys

sufficient to pay the redemption price of and interest on the portion of the Series 2023B Note are not received by the Series 2023B Note Registrar on or before the redemption date, the redemption shall not be made and the Series 2023B Note Registrar will, as soon as possible on the redemption date, give notice, in the manner in which the notice of redemption was given, that sufficient moneys were not so received and the redemption will not take place.

(b) Subject to the terms of Section 3(c) above and the Series 2023B Note Purchase and Advance Agreement, if the Series 2023B Note is not required to be paid in full on the Initial Maturity Date, the Series 2023B Note shall be subject to mandatory redemption in equal (as nearly as possible) semi-annual installments on each April 1 and October 1 of each year beginning October 1, 2028; provided, however, that, notwithstanding anything contained herein to the contrary, the entire outstanding principal amount of the Series 2023B Note, plus accrued and unpaid interest thereon, shall be due and payable in full on the Extended Maturity Date.

(c) In addition to the principal of and interest on the portion of the Series 2023B Note being redeemed, the County shall pay all additional amounts required to be paid under the Series 2023B Note Purchase and Advance Agreement in connection with any Series 2023B Note redemption.

Section 5. The Series 2023B Note shall bear the manual signatures of the Chairman of the Board and the Clerk to the Board and the corporate seal of the County shall be impressed on the Series 2023B Note.

The certificate of the Commission to be endorsed on the Series 2023B Note shall bear the manual or facsimile signature of the Secretary of the Commission and the certificate of authentication of the Series 2023B Note Registrar to be endorsed on the Series 2023B Note shall be executed as provided hereinafter.

In case any officer of the County or the Commission whose manual or facsimile signature shall appear on the Series 2023B Note shall cease to be such officer before the delivery of the Series 2023B Note, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes the same as if he had remained in office until such delivery, and the Series 2023B Note may bear the manual or facsimile signatures of such persons as at the actual time of the execution of the Series 2023B Note shall be the proper officers to sign the Series 2023B Note although at the date of the Series 2023B Note such persons may not have been such officers.

The Series 2023B Note shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under this Resolution until it shall have been authenticated by the execution by the Series 2023B Note Registrar of the certificate of authentication endorsed thereon.

The Series 2023B Note and the endorsements thereon shall be in substantially the following form:

ATTENTION:

NO OFFERING CIRCULAR OR MEMORANDUM, OFFICIAL STATEMENT OR OTHER DISCLOSURE DOCUMENT HAS BEEN PREPARED OR PROVIDED BY THE COUNTY IN CONNECTION WITH THE OFFERING AND SALE OF THIS NOTE. THIS NOTE MAY ONLY BE TRANSFERRED AS PROVIDED IN SECTION 6 OF THE RESOLUTION.

No. R-1

United States of America
State of North Carolina
COUNTY OF WAKE
GENERAL OBLIGATION COMMUNITY COLLEGE BOND
ANTICIPATION NOTE, SERIES 2023B

Capitalized terms used herein and not defined shall have the meaning assigned in the Resolution, which is defined below.

The County of Wake, in the State of North Carolina (the “County”), is justly indebted and for value received hereby promises to pay to

TRUIST COMMERCIAL EQUITY, INC.

and its successors and assigns, the principal sum of

NOT EXCEEDING ONE HUNDRED EIGHTY MILLION TWO HUNDRED TWENTY-FIVE
THOUSAND DOLLARS (\$180,225,000),

such amount payable to be the amount that has been disbursed and remains outstanding on the Initial Maturity Date or, to the extent permitted by the terms of the Resolution and the Series 2023B Note Purchase and Advance Agreement (as defined in the Resolution), the Extended Maturity Date or the date of any redemption of this note with interest thereon from the date hereof until paid in full at the Interest Rate, as provided in the Resolution. The principal amount of this note from time to time equals the aggregate amount of the Advances minus the aggregate of the principal amounts of the Series 2023B Note previously redeemed, all as provided in the Resolution.

Interest on the principal balance hereof from time to time outstanding shall be due and payable (a) in arrears on the first Business Day of each month, beginning with the first such day to occur after the date of delivery of this note and (b) on the date when the principal of this note shall be due (whether at maturity or by redemption prior to maturity), but only to the extent accrued. The interest payable on the first Business Day of each month shall be the interest on this Note accrued through the last day of the calendar month preceding payment date. All principal hereunder shall be due and payable on the Initial Maturity Date or, if applicable, the Extended Maturity Date or the date of any redemption hereof, or such earlier date as provided in the Resolution.

Both the principal of and the interest on this note shall be paid in any coin or currency of the United States of America that is legal tender for the payment of public and private debts on the respective dates of payment thereof. For the prompt payment hereof, principal and interest as the same shall become due, the faith and credit of the County are hereby irrevocably pledged.

This note is given for money borrowed in anticipation of the receipt of the proceeds of the sale of Community College Bonds duly authorized by an order adopted by the Board of Commissioners for the County and approved by the vote of a majority of the qualified voters of the County who voted thereon at a referendum duly called and held on November 8, 2022, all, as provided in the Resolution. This note is issued pursuant to and in full compliance with The Local Government Bond Act, as amended, Article 9, as amended, of Chapter 159 of the General Statutes of North Carolina and a resolution duly passed by said Board on June 20, 2023 (the “Resolution”).

This note is registered as to principal and interest in the name of Truist Commercial Equity, Inc. The Chief Financial Officer of the County has been appointed as the Note Registrar for this note. The Note Registrar shall keep at his office the books of the County for the registration of this note, increases to the principal amount due with respect to this note and the payment of the principal of and interest on this note as provided in the Resolution.

This note is subject to redemption as provided in the Resolution.

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of North Carolina to happen, exist and be performed precedent to and in the issuance of this note have happened, exist and have been performed in regular and due form and time as so required and that the total indebtedness of the County, including this note, does not exceed any constitutional or statutory limitation thereon.

This note shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Resolution until this note shall have been authenticated by the execution by the Note Registrar of the certificate of authentication endorsed hereon.

IN WITNESS WHEREOF, the County, by resolution duly passed by its Board, has caused this note to be manually signed by the Chairman of said Board and the Clerk to said Board and its corporate seal to be impressed hereon, all as of the 8th day of August, 2023.

Chairman of the Board

Clerk to the Board

CERTIFICATE OF LOCAL GOVERNMENT COMMISSION FOR COUNTY OF WAKE
GENERAL OBLIGATION COMMUNITY COLLEGE BOND ANTICIPATION NOTE,
SERIES 2023B

The issuance of the within note has been approved under the provisions of The Local Government Bond Act of North Carolina.

Secretary, Local Government Commission

CERTIFICATE OF AUTHENTICATION FOR COUNTY OF WAKE GENERAL
OBLIGATION COMMUNITY COLLEGE BOND ANTICIPATION NOTE, SERIES 2023B

This note is issued under the provisions of the within-mentioned Resolution.

Chief Financial Officer of the County of Wake,
North Carolina, as Note Registrar

By: _____
Authorized Signatory

Date of authentication: _____

[END OF FORM OF NOTE]

Section 6. The County shall appoint such registrars, paying agents or other agents as may be necessary for the registration of the Series 2023B Note, recording of increases in the principal amount due under the Series 2023B Note and the payment of principal and interest with respect to the Series 2023B Note. The Chief Financial Officer of the County is hereby appointed the registrar and paying agent for the Series 2023B Note (collectively, the “Series 2023B Note Registrar”), subject to the right of the Board to appoint another registrar, and as such shall keep at his office the books of the County for the registration and payment of the Series 2023B Note as provided in this Resolution.

The Series 2023B Note Registrar shall maintain the official records of the principal amount due with respect to the Series 2023B Note, including the date and amount of the Initial Advance and each Additional Advance and the date and amount of each redemption of the Series 2023B Note. Such records will be made available promptly to the Purchaser upon request.

The transfer of the Series 2023B Note may be registered only upon the registration books of the County upon the surrender thereof to the Series 2023B Note Registrar together with an assignment duly executed by the registered owner or his attorney or legal representative in such form as shall be satisfactory to the Series 2023B Note Registrar. Upon any registration of transfer, the Series 2023B Note Registrar shall deliver in exchange for the Series 2023B Note a new Note, registered in the name of the transferee in the principal amount equal to the then outstanding principal amount of the Series 2023B Note. Notwithstanding the foregoing, the Series 2023B Note may only be transferred to (i) a qualified institutional buyer as defined in Rule 144A promulgated under the Securities Act of 1933, as amended (the “1933 Act”), or (ii) a trust or custodial arrangement established by the Purchaser or one of its affiliates, the owners of the beneficial interests in which are limited to qualified institutional buyers, that executes and delivers to the County an Investor Letter in the form of Exhibit A to the Series 2023B Note Purchase and Advance Agreement. In no event shall the Series 2023B Note be transferred to any person or entity who holds the Series 2023B Note for the benefit of a person or entity that is not a qualified institutional buyer or as part of a pool of assets in which persons that are not qualified institutional buyers may invest, such as a mutual fund or retirement plan. In addition, the Purchaser or other owner of the Series 2023B Note may at any time sell, pledge or grant a security interest in all or any portion of its interest in the Series 2023B Note to the Federal Reserve Bank without notice to, or consent by, the County and no Investor Letter will be required in connection with such transfer.

In all cases in which the transfer of the Series 2023B Note shall be registered hereunder, the Series 2023B Note Registrar shall authenticate and deliver at the earliest practicable time a replacement note in accordance with the provisions of this Resolution. The Series 2023B Note surrendered in any such exchange or registration of transfer shall forthwith be cancelled by the Series 2023B Note Registrar. The County or the Series 2023B Note Registrar may make a charge for shipping and out-of-pocket costs for every such registration of transfer of the Series 2023B

Note sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to an exchange or registration of transfer.

The person or entity in whose name the Series 2023B Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of and the interest on the Series 2023B Note shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Series 2023B Note and interest thereon, to the extent of the sum or sums so paid.

Section 7. The County covenants that, to the extent permitted by the Constitution and laws of the State of North Carolina, it will comply with the requirements of the Internal Revenue Code of 1986, as amended, relating to the issuance of the Series 2023B Note, except to the extent that the County obtains an opinion of bond counsel to the effect that noncompliance would not result in interest on the Series 2023B Note being includable in the gross income of its owner for purposes of federal income taxation.

Section 8. The Commission is hereby requested to sell the Series 2023B Note at private sale without advertisement to the Purchaser, subject to the approval of the Chief Financial Officer of the County in accordance with the Series 2023B Note Purchase and Advance Agreement.

Section 9. The Series 2023B Note Purchase and Advance Agreement, in substantially the form submitted to the Board in connection with this Resolution, is hereby approved and each of the County Manager, the Chief Financial Officer and the Debt Manager of the County is hereby authorized to execute and deliver the Series 2023B Note Purchase and Advance Agreement in substantially such form and with such changes, additions and omissions as may be approved by the Chief Financial Officer of the County, such approval to be conclusively evidenced by such execution.

Section 10. The County Manager, the Chief Financial Officer, Debt Manager, the County Attorney and other officers, agents and employees of the County are hereby authorized and directed to take such other actions and to execute and deliver such documents, certificates, undertakings, agreements or other instruments as may be necessary or appropriate to effectuate the issuance of the Series 2023B Note; and the terms of this Resolution and the Series 2023B Note Purchase and Advance Agreement for the full, punctual and complete performance of the terms, covenants, provisions and agreements therein and herein and all actions heretofore taken by any of such officers or any other officer of the County relating to this matter on behalf of the County are hereby approved, ratified and confirmed. Such persons are expressly authorized to execute any documentation that may be reasonably required by the Purchaser of the Series 2023B Note.

Section 11. This Resolution is passed with the intent that the laws of the State of North Carolina shall govern its construction.

Section 12. This Resolution shall take effect upon its passage.

Upon motion of Commissioner _____, seconded by Commissioner _____, the Consent Agenda, which included the resolution set forth above, was adopted by the following vote:

Ayes: Commissioners _____

_____.

Noes: _____.

* * * * *

I, Yvonne Gilyard, Clerk to the Board of Commissioners for the County of Wake, North Carolina, DO HEREBY CERTIFY that the foregoing is a true copy of so much of the proceedings of said Board at a regular meeting held on June 20, 2023 as relates in any way to the passage of the foregoing resolutions providing for the issuance of general obligation bond anticipation notes of said County.

I DO HEREBY FURTHER CERTIFY that proper notice of such regular meeting was given as required by North Carolina law.

WITNESS my hand and the corporate seal of said County, this 20th day of June, 2023.

Clerk to the Board of Commissioners of Wake
County, North Carolina

[SEAL]