

The City Council of the City of Greensboro, North Carolina met in a regular meeting in the Katie Dorsett Council Chamber in the Melvin Municipal Office Building located at 300 West Washington Street in Greensboro, North Carolina, the regular place of meeting, at 5:30 p.m. on September 6, 2022.

Present: Mayor Nancy B. Vaughn, presiding, and Council Members

Absent: Council Members

Also present: _____

* * * * *

_____ introduced the following order the title of which was read and a copy of which had been previously distributed to each Council Member:

ORDER AUTHORIZING THE ISSUANCE BY THE CITY OF GREENSBORO, NORTH CAROLINA OF NOT TO EXCEED \$175,000,000 COMBINED ENTERPRISE SYSTEM REVENUE BONDS AND OTHER ACTIONS IN CONNECTION THEREWITH

BE IT ORDERED by the City Council of the City of Greensboro, North Carolina (the “City”):

Section 1. The City Council does hereby find and determine as follows:

(a) The City has determined to authorize the issuance of its combined enterprise system revenue bonds (the “Bonds”) in an aggregate principal amount not to exceed \$175,000,000, for the purpose of providing funds, together with any other available funds, to (i) pay the costs of various improvements to the City’s water system and sanitary sewer system (the “2022 Project”) and (ii) pay the fees and expenses incurred in connection with the with the sale and issuance of the Bonds. The proceeds of the Bonds may also be applied to the payment or redemption of any bond anticipation notes issued by the City to pay the costs of the 2022 Project and related financing costs in anticipation of the issuance of the Bonds.

(b) The Bonds are to be issued pursuant to a Trust Agreement, dated as of June 1, 1995 (as supplemented and amended, the “Trust Agreement”), between the City and Branch Banking and Trust Company (succeeded by U.S. Bank Trust Company, National Association), as trustee (the “Trustee”), and one or more supplemental trust agreements, the form of which shall be approved by the City Council prior to the sale and issuance of the Bonds (collectively, the “Supplemental Trust Agreement”), between the City and the Trustee.

(c) The North Carolina Local Government Commission (the “Commission”) is expected to approve the application of the City for the issuance of the Bonds in an aggregate principal amount not to exceed \$175,000,000 at its September 22, 2022 meeting in accordance with G.S. 159-86.

(d) The Bonds may be sold in such manner as set forth in a resolution to be adopted by the City Council of the City prior to the issuance of the Bonds, at such price or prices as are determined by the Commission, subject to the approval of the City.

Section 2. Capitalized words and terms used in this Order and not defined herein shall have the same meanings given such words and terms in the Trust Agreement.

Section 3. Pursuant to the provisions of The State and Local Government Revenue Bond Act, as amended (the “Act”), the City hereby authorizes the issuance of the Bonds in an aggregate principal amount not exceeding \$175,000,000. The Bonds shall mature at such times and in such amounts as shall be set forth in the Supplemental Trust Agreement, subject to the provisions of this Order. The Bonds shall be designated as shall be set forth in the Supplemental Trust Agreement. No Bonds shall mature later than thirty (30) years after the date of the initial issuance of the Bonds.

Section 4. The terms of the Bonds shall be as set forth in a resolution adopted by the City Council prior to the sale and issuance of the Bonds or in the Supplemental Trust Agreement.

Section 5. The proceeds of the Bonds shall be applied as provided in the Supplemental Trust Agreement in accordance with this Order.

Section 6. The Bonds, together with any Parity Indebtedness heretofore or hereafter incurred pursuant to the provisions of the Trust Agreement, shall be secured on a parity basis by a pledge, charge and lien upon the Net Receipts and the money and Investment Obligations held in the accounts and subaccounts of the Bond Fund in the manner and to the extent provided in the Trust Agreement and the Supplemental Trust Agreement.

Section 7. The Mayor, the City Manager, the Finance Director, the City Attorney and the City Clerk, or any of them or their assistants or deputies, are each hereby authorized and directed (without limitation except as may be expressly set forth in this Order) to take such action and to execute and deliver such certificates, agreements, instruments or other documents as they, with the advice of counsel, may deem necessary or appropriate to effect the transactions contemplated by this Order. The officers of the City and the agents and employees of the City are hereby authorized and directed to do all acts and things required of them by the provisions of this Order for the full, punctual and complete performance of the terms, covenants, provisions and agreements of the same.

Section 8. This Order shall take effect immediately upon its adoption.

Upon motion of Council Member _____, seconded by Council Member _____, the foregoing order entitled "ORDER AUTHORIZING THE ISSUANCE BY THE CITY OF GREENSBORO, NORTH CAROLINA OF NOT TO EXCEED \$175,000,000 COMBINED ENTERPRISE SYSTEM REVENUE BONDS AND OTHER ACTIONS IN CONNECTION THEREWITH" was adopted by the following vote:

Ayes: _____

Noes: _____

Thereupon, _____ introduced the following resolution the title of which was read and a copy of which had been previously distributed to each Council Member:

RESOLUTION PROVIDING FOR THE SALE AND ISSUANCE OF A NOT TO EXCEED \$25,000,000 TAXABLE COMBINED ENTERPRISE SYSTEM REVENUE BOND ANTICIPATION NOTE, SERIES 2022A

BE IT RESOLVED by the City Council of the City of Greensboro (the "City"):

Section 1. The City Council has determined and does hereby find and declare as follows:

(a) The City Council has heretofore authorized the filing of an application with the North Carolina Local Government Commission (the "Commission") requesting approval of the issuance of revenue bonds in an aggregate principal amount not to exceed \$175,000,000 and, in anticipation of the issuance of a portion of such revenue bonds, the issuance of a taxable revenue bond anticipation note in an aggregate principal amount of not to exceed \$25,000,000 for the purpose of providing funds, together with any other available funds, to (i) pay a portion of the costs of various improvements to the City's water system and sanitary sewer system (the "2022 Project") and (ii) pay the fees and expenses incurred in connection with the sale and issuance of such revenue bond anticipation note and revenue bonds.

(b) The City Council, by resolution, also requested the Commission to sell the bond anticipation note at private sale without advertisement.

(c) The City Council has also heretofore adopted an order authorizing the issuance of its combined enterprise system revenue bonds (the "Bonds") for the purpose of providing funds, together with other available funds, to (i) pay the costs of the 2022 Project and (ii) pay the fees and expenses incurred in connection with the sale and issuance of the Bonds. The proceeds of the Bonds may also be applied to the payment or redemption of any bond anticipation notes issued by the City to pay the costs of the 2022 Project and related financing costs in anticipation of the issuance of the Bonds.

(d) The Bonds are expected to be issued pursuant to a Trust Agreement, dated as of June 1, 1995 (as supplemented and amended, the "Trust Agreement"), between the City and Branch Banking and Trust Company (succeeded by U.S. Bank Trust Company, National Association), as trustee (the "Trustee"), and one or more supplemental trust agreements, the form of which shall

be approved by the City Council prior to the sale and issuance of the Bonds, between the City and the Trustee. Capitalized terms used herein that are not otherwise defined herein shall have the meanings given such terms in the Trust Agreement.

(e) The City has determined that it is necessary to provide for the issuance of a taxable revenue bond anticipation note in a principal amount not to exceed \$25,000,000 (the "Series 2022A Note") at this time in anticipation of the receipt of the proceeds of the sale of the Bonds for the purpose of providing funds, together with any other available funds, to (i) pay costs of the 2022 Project and (ii) pay the fees and expenses incurred in connection with the sale and issuance of the Series 2022A Note.

(f) Truist Bank (the "Purchaser") has offered to purchase the Series 2022A Note pursuant to a Note Purchase and Advance Agreement, to be dated as of the date of delivery thereof (the "Series 2022A Note Purchase Agreement"), among the Commission, the City and the Purchaser, a form of which has been presented at this meeting, pursuant to which the Purchaser will agree to purchase the Series 2022A Note by advancing the proceeds thereof as described in Section 2 hereof.

Section 2. (a) Pursuant to the provisions of The State and Local Government Revenue Bond Act, as amended (the "Act"), and Section 159-161 of the General Statutes of North Carolina, as amended, in anticipation of the receipt of the proceeds of the sale of the Bonds, the City hereby authorizes and approves the issuance of the Series 2022A Note in a principal amount not to exceed \$25,000,000. The Series 2022A Note shall be in the form of a single note designated "City of Greensboro, North Carolina Taxable Combined Enterprise System Revenue Bond Anticipation Note, Series 2022A." The Series 2022A Note shall be initially registered as to principal and interest in the name of the Purchaser, shall evidence the advance of funds by the Purchaser in amounts to be determined by the Finance Director of the City from time to time, shall be dated as of the date of delivery thereof, shall mature, subject to the right of prior redemption, on September 29, 2030 (the "Maturity Date"), and shall bear interest at a variable rate as hereinafter provided. Both principal of and the interest on the Series 2022A Note, when due, shall be payable in lawful money of the United States of America.

The principal of the Series 2022A Note shall be payable to the Holder as shown on the registration books of the City as hereinafter provided as the same shall become due and payable on the Maturity Date or any prior redemption date. Promptly following the final payment of principal of the Series 2022A Note, the Series 2022A Note shall be presented and surrendered to the Series 2022A Note Registrar (hereinafter defined) for cancellation.

Unless otherwise instructed by the Holder, the City shall pay the principal of and the interest on the Series 2022A Note as the same becomes due and payable by 5:00 P.M. Eastern Time on the respective payment dates by wire transfer of immediately available funds in accordance with wire transfer instructions to be provided to the City by the Holder, or as otherwise may be agreed between the City and the Holder.

(b) The City may request the Purchaser to make advances of the proceeds of the Series 2022A Note to the City from time to time in accordance with the terms set forth in the Series 2022A Note Purchase Agreement up to the aggregate principal amount of \$25,000,000 (such

amounts advanced from time to time being hereinafter sometimes referred to as the “Amount Advanced”). The proceeds of each advance of Note proceeds shall be applied to pay or reimburse the City for costs of the 2022 Project or the fees and expenses incurred in connection with the sale or issuance of the Series 2022A Note. The City shall not submit requests for advances of Note proceeds to the Purchaser more frequently than three times during any calendar month, and no requests for advances of Note proceeds shall be submitted later than thirty (30) days prior to the last day of the Initial Term Period (hereinafter defined). The Series 2022A Note shall constitute a non-revolving line of credit. Any proceeds advanced by the Purchaser under the Series 2022A Note shall permanently reduce the amount remaining available to be advanced under the Series 2022A Note.

The City hereby authorizes the Purchaser to endorse on the schedule attached to the Series 2022A Note the amount of each advance made by the Purchaser to the City thereunder and the date that such advance is made (which notation may either be made on the physical note certificate held by the Purchaser or electronically in the Purchaser’s system); provided, however, that any failure by the Purchaser to make any such endorsement shall not affect the obligations of the City under the Series 2022A Note with respect to repayment of the Amount Advanced. Unless otherwise redeemed in whole or in part prior to the Maturity Date as hereinafter provided, the City shall pay to the Purchaser on the Maturity Date the Amount Advanced to the City pursuant to the Series 2022A Note Purchase Agreement.

(c) The Series 2022A Note shall bear, and the City shall pay interest from the date of the Series 2022A Note on the outstanding principal amount thereof (equal to the Amount Advanced less any portion of the Amount Advanced that had previously been paid or redeemed) at the Interest Rate (hereinafter defined), calculated on the basis of a year of 360 days and the actual days elapsed.

Interest on the outstanding principal of the Series 2022A Note shall be due and payable in arrears (i) on the first day of each calendar month, commencing November 1, 2022, and (ii) on the date when the principal of the Series 2022A Note shall be due (whether at maturity or by redemption prior to maturity), but only to the extent accrued. Each such date for the payment of interest is hereinafter called an “Interest Payment Date.” The interest due and payable on the Series 2022A Note on each Interest Payment Date shall be all interest accrued on the Series 2022A Note from the first day of the month immediately preceding such Interest Payment Date to and including the last day of such month immediately preceding such Interest Payment Date.

(d) Notwithstanding the foregoing, during such times that the Series 2022A Note bears interest at the Initial Term Interest Rate (hereinafter defined), in the event that the Benchmark (hereinafter defined) shall not be ascertainable for any reason (except as contemplated by the definition of Daily Simple SOFR (hereinafter defined), or for any reason it shall be illegal or unlawful for the Holder (hereinafter defined) of the Series 2022A Note to collect interest based on such Benchmark (such period being referred to as an “Unavailability Period”) and a Benchmark Transition Event (hereinafter defined) has not occurred, then the Benchmark shall convert to the Alternative Benchmark Rate (hereinafter defined) for purposes of calculating the Adjusted SOFR Rate (hereinafter defined), and thereafter, the Adjusted SOFR Rate shall adjust simultaneously with any fluctuation in the Alternative Benchmark Rate. In the event that the circumstances giving rise to the Unavailability Period have ended, the Benchmark shall revert to

the prior Benchmark (provided a Benchmark Transition Event has not occurred). The Holder of the Series 2022A Note shall promptly provide notice, which may be after the implementation of the Alternative Benchmark Rate as contemplated hereunder, to the City of any Benchmark change that is made pursuant to this subsection. For avoidance of doubt, following conversion to the Alternative Benchmark Rate under this subsection, the reference to “Benchmark” in the definition of Adjusted SOFR Rate shall be deemed and interpreted to mean the Alternative Benchmark Rate; however, the Spread and minimum rate, if any, shall continue to apply.

(e) Notwithstanding the foregoing provisions of this Section, during the Initial Term Period, in the event that (i) there is a public announcement by the administrator of a Benchmark or a Relevant Governmental Body (hereinafter defined) that such Benchmark will cease or has ceased to be published (provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide such Benchmark), (ii) a public announcement is made by the regulatory supervisor for 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 Holder may no longer utilize the Benchmark for purposes of setting interest rates (each a “Benchmark Transition Event”), then on such date determined by the Holder, without any further action or consent by the City, and without any amendment to the Series 2022A Note or this resolution, the first available alternative set forth in the order below that can be determined by the Holder shall replace the Benchmark (the “Successor Rate”):

(1) the rate or rate index (inclusive of any spreads or adjustments which may be positive or negative) mutually agreed to between the City and the Holder giving due consideration to (A) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (B) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement to the then-current Benchmark for U.S. dollar-denominated credit facilities the rate or rate index (inclusive of any spreads or adjustments which may be positive or negative) mutually agreed to between the City and the Holder; provided, however, that until such agreement is effected, the Benchmark shall convert to the Relevant Governmental Body Recommended Rate set forth in (2) below, or if the Relevant Governmental Body Recommended Rate is not determinable by the Holder, the Benchmark shall convert to the Alternative Benchmark Rate set forth in (3) below;

(2) Relevant Governmental Body Recommended Rate; or

(3) Alternative Benchmark Rate.

In connection with the implementation of a Successor Rate, the Holder shall have the right to make Conforming Changes (hereinafter defined) from time to time and, notwithstanding anything to the contrary herein or in the Series 2022A Note, any amendments implementing such Successor Rate or Conforming Changes shall become effective without any further action or consent of the City. 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 shall be

deemed and interpreted to mean the Successor Rate; however, the Spread and minimum rate, if any, set forth in the Series 2022A Note shall continue to apply.

The Holder shall promptly notify (in one or more notices) the City of the implementation of any Successor Rate and any Conforming Changes. Any determination or decision that may be made by the Holder pursuant to this subsection (d), 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, shall be conclusive and binding absent manifest error and may be made in the Holder's sole discretion and without consent from the City, except as expressly required herein.

(f) In addition to capitalized terms defined elsewhere in this resolution, the following terms shall have the following meanings as used in this resolution:

"Adjusted SOFR Rate" means the rate of interest per annum equal to the sum obtained by adding (a) the Benchmark (provided that if said rate would be less than 0%, then it shall be deemed to be 0%) plus (b) the Spread. The Adjusted SOFR Rate shall adjust (i) if the Benchmark is Daily Simple SOFR, daily, and (ii) if the Benchmark is a Successor Rate, on such other dates as are determined by the Holder to be appropriate to reflect the tenor of the Successor Rate. 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 City.

"Alternative Benchmark Rate" means a rate of interest per annum equal to the Prime Rate minus 2.50% per annum, which shall adjust with changes in the Prime Rate.

"Base Rate" means the higher of (a) the Prime Rate, (b) the Overnight Bank Funding Rate plus 50 basis points (0.50%) and (c) 4.00% per annum. The Base Rate shall be adjusted as of each Business Day that there is a change in the Prime Rate or the Overnight Bank Funding Rate (as applicable) without notice to the City.

"Benchmark" means, initially, Daily Simple SOFR, and in the event of a Benchmark Transition Event, the then-current Successor Rate.

"Business Day" means a day on which the Holder, at its principal corporate office, is required or authorized by law to remain closed.

"Closing Date" means the date of initial execution and delivery of the Series 2022A Note.

"Conforming Changes" means, with respect to any Successor Rate, any technical, administrative or operational changes (including changes to certain definitions, timing and frequency of determining rates and making payments of interest, timing for redemptions or providing notices, length of lookback periods and other technical, administrative or operational matters) that the Holder decides may be appropriate to reflect the adoption and implementation of such Successor Rate and to permit the administration thereof by the Holder in a manner substantially consistent with market practice (or, if the Holder decides that adoption of any portion of such market practice is not administratively feasible or if the Holder determines that

no market practice for the administration of Successor Rate exists, then in such other manner that the Holder decides is reasonably necessary in connection with the administration of the Series 2022A Note.

“Daily Simple SOFR” means, for any day (a “SOFR Rate Day”), an interest rate per annum equal to SOFR for the day that is five U.S. Government Securities Business Days prior to (i) such SOFR Rate Day if such SOFR Rate Day is a U.S. Government Securities Business Day, or (ii) the U.S. Government Securities Business Day immediately preceding such SOFR Rate Day if such SOFR Rate Day is not a U.S. Government Securities Business Day. If by 5:00 pm (New York City time) on any U.S. Government Securities Business Day immediately following any SOFR Rate Day, SOFR in respect of such SOFR Rate Day has not been published on the SOFR Administrator’s Website, and provided a Benchmark Transition Event with respect to Daily Simple SOFR and the resulting implementation of a Successor Rate have not occurred, then SOFR for such SOFR Rate Day will be SOFR as published for the first preceding U.S. Government Securities Business Day for which such SOFR was published on the SOFR Administrator’s Website, provided that any SOFR determined pursuant to this sentence shall be utilized for purposes of calculation of Daily Simple SOFR for no more than three (3) consecutive U.S. Government Securities Business Days.

“Holder” means, initially, the Purchaser and thereafter, any subsequent registered owner of the Series 2022A Note.

“Initial Term Interest Rate” means, during the Initial Term Period, a per annum rate of interest equal to the Adjusted SOFR Rate; provided, however, that in no event shall the Initial Term Interest Rate exceed the Maximum Rate at any time.

“Initial Term Period” means the period commencing on the Closing Date and ending on September 29, 2025.

“Interest Rate” means (a) during the Initial Term Period, a per annum rate of interest equal to the Initial Term Interest Rate, and (b) during the Term Loan Interest Period, the Term Loan Interest Rate.

“Maximum Rate” means the lesser of (a) eighteen percent (18%) per annum and (b) the maximum rate permitted by applicable law.

“Overnight Bank Funding Rate” shall mean, for any day, the rate comprised of both overnight federal funds and overnight Eurocurrency borrowings by U.S.-managed banking offices of depository institutions, as such composite rate shall be determined by the Federal Reserve Bank of New York (“NYFRB”), as set forth on its public website from time to time, and as published on the next succeeding Business Day as the overnight bank funding rate by the NYFRB (or by such other recognized electronic source (such as Bloomberg) selected by the Holder for the purpose of displaying such rate); provided, that if such day is not a Business Day, the Overnight Bank Funding Rate for such day shall be such rate on the immediately preceding Business Day; provided, further, that if such rate shall at any time, for any reason, no longer exist, a comparable replacement rate determined by the Holder at such time (which

determination shall be conclusive absent manifest error). If the Overnight Bank Funding Rate determined as above would be less than zero, then such rate shall be deemed to be zero.

“Prime Rate” means the interest rate announced by Truist Bank from time to time as its prime rate. Any change in the Prime Rate shall be effective as of the date such change is publicly announced by Truist Bank.

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

“SOFR” means the secured overnight financing rate as such rate appears on the SOFR Administrator’s Website.

“SOFR Administrator” means the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate).

“SOFR Administrator’s Website” means the website of the Federal Reserve Bank of New York, currently at <http://www.newyorkfed.org>, or any successor source for the secured overnight financing rate identified as such by the SOFR Administrator from time to time.

“Spread” means, while this bond accrues interest at the Adjusted SOFR Rate, 0.20% per annum.

“Term Loan Interest Rate” means for (a) for the first ninety (90) days of the Term Loan Period, the Base Rate and (b) thereafter during the Term Loan Period until the Maturity Date, the Base Rate plus 2.00%; provided, however, that in no event shall the Term Loan Interest Rate exceed the Maximum Rate at any time.

“Term Loan Period” means the period, if any, commencing on September 29, 2025 and ending on the earlier of the Maturity Date or the date the Series 2022A Note has been redeemed in whole prior to maturity.

“U.S. Government Securities Business Day” means any day except for (a) a Saturday, (b) a Sunday or (c) 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.

Section 3. The City shall provide to the Holder and the Trustee on a date that is not less than five (5) Business Days and not more than ten (10) Business Days prior to the expiration of the Initial Term Period a certificate stating that (a) no Event of Default has occurred and is continuing under the Series 2022A Note Purchase Agreement, and (b) all representations and warranties of the City set forth in the Series 2022A Note Purchase Agreement are true and correct as of the date of such certificate. In the event that the City does not deliver to the Holder

and the Trustee such certificate as provided in the immediately preceding sentence, the Series 2022A Note shall be subject to special mandatory redemption in whole on the last day of the Initial Term Period at a redemption price equal to 100% of the outstanding principal amount of the Series 2022A Note, plus accrued interest thereon to the redemption date. In the event that the City delivers such certificate and the principal of the Series 2022A Note is not redeemed in whole on or prior to the last calendar day of the Initial Term Period, such unpaid principal balance shall be redeemed in part in ten (10) semiannual equal principal installments payable on each March 29 and September 29, beginning March 29, 2026, with the final semiannual payment of the remaining outstanding principal amount of the Series 2022A Note being due and payable on the Maturity Date, all at a redemption price equal to 100% of the principal amount of the Series 2022A Note to be redeemed on each such date.

Section 4. The Series 2022A Note shall be subject to redemption at the option of the City, from any moneys that may be made available for such purpose, either in whole or in part on any Business Day at a redemption price equal to 100% of the outstanding principal of the Series 2022A Note to be redeemed, plus accrued interest thereon to the redemption date, upon the Series 2022A Note Registrar giving not less than ten (10) days' prior written notice of such redemption to the Holder by electronic mail, confirmed by first-class mail, postage prepaid (unless otherwise waived by the Holder).

Any notice of optional redemption may state that the redemption to be effected is conditioned upon the receipt by the Series 2022A Note Registrar on or prior to the redemption date of moneys sufficient to pay the redemption price of and interest on the principal amount of the Series 2022A Note to be redeemed, and that if such moneys are not so received, such notice shall be of no force or effect and the principal amount of the Series 2022A Note to be redeemed shall not be required to be redeemed. In the event that such notice contains such a condition and moneys sufficient to pay the redemption price of and interest on the principal amount of the Series 2022A Note to be redeemed are not received by the Series 2022A Note Registrar on or prior to the redemption date, the redemption shall not be made, and the Series 2022A Note Registrar shall within a reasonable time thereafter give notice to the Holder, in the manner in which the notice of redemption was given, that such moneys were not so received.

Section 5. The Series 2022A Note shall constitute Parity Debt within the meaning of the Trust Agreement, and this resolution and the Series 2022A Note Purchase Agreement shall constitute a Parity Debt Resolution within the meaning of the Trust Agreement. A certified copy of this resolution, a specimen copy of the Series 2022A Note and an executed copy of the Series 2022A Note Purchase Agreement shall be provided to the Trustee on or prior to the Closing Date in accordance with Section 501 of the Trust Agreement.

Section 6. The City covenants that it will promptly pay the principal of and interest on the Series 2022A Note issued under the provisions of this resolution at the places, on the dates and in the manner provided herein and in the Series 2022A Note, according to the true intent and meaning thereof. The City represents and covenants that it is duly authorized under the Constitution and laws of the State, including the Act, to issue the Series 2022A Note authorized hereby and to pledge the Net Receipts in the manner and to the extent provided in the Trust Agreement; that all action on its part of the issuance of the Series 2022A Note has been duly and

effectively taken; and that the Series 2022A Note will be a valid and binding special obligation of the City payable in accordance with its terms.

Section 7. The Series 2022A Note shall bear the manual or facsimile signatures of the Mayor or City Manager and the City Clerk or any Deputy or Assistant City Clerk of the City, and the corporate seal or a facsimile of the corporate seal of the City shall be impressed or printed, as the case may be, on the Series 2022A Note.

The certificate of the Commission to be endorsed on the Series 2022A Note shall bear the manual or facsimile signature of the Secretary of the Commission and the certificate of authentication of the Series 2022A Note Registrar to be endorsed on the Series 2022A Note shall be executed as provided hereinafter.

In case any officer of the City or the Commission whose manual or facsimile signature shall appear on any Note shall cease to be such officer before the delivery of such 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 any Note may bear the manual or facsimile signatures of such persons as at the actual time of the execution of the Series 2022A Note shall be the proper officers to sign the Series 2022A Note although at the date of the Series 2022A Note such persons may not have been such officers.

The Series 2022A 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 2022A Note Registrar of the certificate of authentication endorsed thereon.

The Series 2022A Note and the endorsements thereon shall be in substantially the following form:

NO OFFERING CIRCULAR OR MEMORANDUM, OFFICIAL STATEMENT OR OTHER DISCLOSURE DOCUMENT HAS BEEN PREPARED OR PROVIDED BY THE CITY IN CONNECTION WITH THE OFFERING AND SALE OF THIS NOTE. THIS NOTE MAY BE TRANSFERRED ONLY TO (I) A BANK, INSURANCE COMPANY OR SIMILAR FINANCIAL INSTITUTION OR ANY OTHER ENTITY APPROVED BY THE LOCAL GOVERNMENT COMMISSION OF NORTH CAROLINA OR (II) A TRUSTEE FOR THE PURPOSE OF ISSUING CERTIFICATES OF PARTICIPATION OR OTHER FORMS OF CERTIFICATES EVIDENCING AN UNDIVIDED INTEREST IN THIS NOTE, PROVIDED SUCH CERTIFICATES ARE SOLD ONLY TO A BANK, INSURANCE COMPANY OR SIMILAR FINANCIAL INSTITUTION OR OTHER ENTITY APPROVED BY THE LOCAL GOVERNMENT COMMISSION OF NORTH CAROLINA. ANY TRANSFEREE TO WHOM A TRANSFER HAS BEEN MADE PRIOR TO THE PREPARATION AND PROVISION OF AN OFFERING CIRCULAR OR MEMORANDUM, OFFICIAL STATEMENT OR OTHER DISCLOSURE DOCUMENT SHALL BE DEEMED TO HAVE REPRESENTED TO THE CITY THAT (A) IT IS A BUYER DESCRIBED ABOVE, (B) IT HAS PURCHASED THIS NOTE FOR INVESTMENT PURPOSES AND NOT AS AN UNDERWRITER AND DOES NOT PRESENTLY INTEND TO TRANSFER, OTHERWISE DISTRIBUTE OR SELL THIS NOTE, AND (C) IT IS FAMILIAR WITH THE CONDITION, FINANCIAL AND

OTHERWISE, OF THE CITY OF GREENSBORO, NORTH CAROLINA, HAS OBTAINED ALL INFORMATION THAT IT REGARDS AS NECESSARY FOR ITS DECISION TO PURCHASE THIS NOTE, AND HAS MADE ITS OWN CREDIT EVALUATION OF THE CITY AND THE COMBINED ENTERPRISE SYSTEM OF THE CITY AND HAS NOT RELIED ON THE CITY OR THE LOCAL GOVERNMENT COMMISSION OF NORTH CAROLINA IN THIS REGARD.

No. R-__

United States of America
State of North Carolina

CITY OF GREENSBORO, NORTH CAROLINA
TAXABLE COMBINED ENTERPRISE SYSTEM REVENUE BOND ANTICIPATION NOTE
SERIES 2022A

The City of Greensboro (the “City”), a municipal corporation existing under the laws of the State of North Carolina, is justly indebted and for value received hereby promises to pay, but solely from the sources and in the manner hereinafter provided, to TRUIST BANK, or registered assigns or legal representative (the “Holder”), the principal sum of \$25,000,000 or so much thereof as may be advanced and remains outstanding from time to time hereafter as the Amount Advanced (hereinafter defined) on September 29, 2030 (the “Maturity Date”) or the date of any redemption of any portion of this Note prior to the Maturity Date, together with interest thereon from the date hereof until paid in full at the Interest Rate (as defined in the Series 2022A Note Resolution hereinafter mentioned) or otherwise as provided in the Series 2022A Note Resolution. The Amount Advanced shall be endorsed on the schedule attached hereto and incorporated by reference herein on each date that an advance is made by Truist Bank, as the initial purchaser of the Series 2022A Note (the “Purchaser”); provided, however, that any failure by the Purchaser to make any such endorsement shall not affect the obligation of the City to repay the amount so advanced with interest thereon as provided herein. Interest on the outstanding principal of this Note from time to time outstanding shall accrue as set forth in the Series 2022A Note Resolution and shall be due and payable in arrears (i) on the first day of each calendar month, commencing November 1, 2022, and (ii) 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. Both the principal and interest on this Note shall be payable, when due, in any lawful money of the United States of America. Promptly following the final payment of principal of this Note, this Note shall be presented and surrendered to the office of the Finance Director of the City in Greensboro, North Carolina (the “Note Registrar”) for cancellation.

This Note is given for money borrowed in the amount of the Amount Advanced in anticipation of the receipt of the proceeds of the sale by the City of its combined enterprise system revenue bonds in an amount sufficient to pay the principal amount hereof, which have been duly authorized by an order adopted by the City Council of the City on September 6, 2022. This Note is issued pursuant to and in full compliance with Constitution and laws of the State of North Carolina, including the Act, and a resolution duly adopted by said City Council on September 6, 2022 (the “Series 2022A Note Resolution”). This Note is being issued pursuant to a Trust Agreement, dated as of June 1, 1995 (as supplemented and amended, the “Trust

Agreement”), between the City and Branch Banking and Trust Company (succeeded by U.S. Bank Trust Company, National Association), as trustee the “Trustee”), for the purpose of providing funds, together with any other available funds, to (i) pay the costs of certain improvements to the City’s water and sanitary sewer system and (ii) pay the fees and expenses incurred in connection with the sale and issuance of this Note. This Note constitutes “Parity Debt” within the meaning of the Trust Agreement. All capitalized terms used herein and not otherwise defined shall have the meanings given such terms in the Series 2022A Note Resolution and the Trust Agreement.

This Note is a special obligation of the City secured by a pledge, charge and lien upon the Net Receipts on a parity with all other Bonds and Parity Debt that is Outstanding under the Trust Agreement. The City is not obligated to pay the principal of or interest on this Note except as provided in the Trust Agreement from Net Receipts or certain other monies made available therefor under the Trust Agreement, and neither the faith and credit nor the taxing power of the State of North Carolina or any political subdivision thereof or the City is pledged to the payment of the principal of and the interest on this Note.

The Trust Agreement provides for the issuance or incurrence from time to time under the conditions, limitations and restrictions set forth therein of additional Bonds and Parity Debt secured pari passu as to the pledge of Net Receipts with the outstanding Bonds and Parity Debt and any additional Bonds or Parity Debt hereafter issued or incurred pursuant to the Trust Agreement.

Reference is made to the Trust Agreement and the Series 2022A Note Resolution for a more complete statement of the provisions thereof and of the rights of the City, the Trustee and the registered owner of this Note. Copies of the Trust Agreement and the Series 2022A Note Resolution shall be available for inspection by the registered owner hereof at all reasonable times at the principal corporate trust office of the Trustee or at the office of the Series 2022A Note Registrar. By the purchase and acceptance of this note, the registered owner hereof signifies assent to all of the provisions of the Trust Agreement and the Series 2022A Note Resolution.

The City shall provide to the Holder and the Trustee on a date that is not less than five (5) Business Days and not more than ten (10) Business Days prior to the expiration of the Initial Term Period a certificate stating that (a) no Event of Default has occurred and is continuing under the Series 2022A Note Purchase Agreement, and (b) all representations and warranties of the City set forth in the Series 2022A Note Purchase Agreement are true and correct as of the date of such certificate. In the event that the City does not deliver to the Holder and the Trustee such certificate as provided in the immediately preceding sentence, this Note shall be subject to special mandatory redemption in whole on the last day of the Initial Term Period at a redemption price equal to 100% of the outstanding principal amount of this Note, plus accrued interest thereon to the redemption date. In the event that the City delivers such certificate and the principal of this Note is not redeemed in whole on or prior to the last calendar day of the Initial Term Period, such unpaid principal balance shall be redeemed in part in ten (10) semiannual equal principal installments payable on each March 29 and September 29, beginning March 29, 2026, with the final semiannual payment of the remaining outstanding principal amount of this Note being due and payable on the Maturity Date, all at a redemption price equal to 100% of the principal amount of this Note to be redeemed on each such date.

This Note shall be subject to redemption at the option of the City, from any moneys that may be made available for such purpose, either in whole or in part on any Business Day at a redemption price equal to 100% of the outstanding principal of this Note to be redeemed, plus accrued interest thereon to the redemption date, upon the Series 2022A Note Registrar giving not less than ten (10) days' prior written notice of such redemption to the Holder by electronic mail, confirmed by first-class mail, postage prepaid (unless otherwise waived by the Holder).

Any notice of optional redemption may state that the redemption to be effected is conditioned upon the receipt by the Series 2022A Note Registrar on or prior to the redemption date of moneys sufficient to pay the redemption price of and interest on the principal amount of this Note to be redeemed, and that if such moneys are not so received, such notice shall be of no force or effect and the principal amount of this Note to be redeemed shall not be required to be redeemed. In the event that such notice contains such a condition and moneys sufficient to pay the redemption price of and interest on the principal amount of this Note to be redeemed are not received by the Series 2022A Note Registrar on or prior to the redemption date, the redemption shall not be made, and the Series 2022A Note Registrar shall within a reasonable time thereafter give notice to the Holder, in the manner in which the notice of redemption was given, that such moneys were not so received.

The Series 2022A Note Registrar shall keep at his office the books of the City for the registration of transfer of this Note. The transfer of this Note may be registered only upon such books and as otherwise provided in the Series 2022A Note Resolution upon the surrender hereof to the Series 2022A Note Registrar, together with an assignment duly executed by the registered owner hereof or his attorney or legal representative in such form as shall be satisfactory to the Series 2022A Note Registrar. Upon any such registration of transfer, the Series 2022A Note Registrar shall deliver in exchange for this Note a new Note, registered in the name of the transferee in an aggregate principal amount equal to the unpaid principal amount of this Note. Notwithstanding the foregoing, this Note may only be transferred to (i) a bank, insurance company or similar financial institution or any other entity approved by the Local Government Commission of North Carolina, or (ii) a trustee for the purpose of issuing certificates of participation or other forms of certificates evidencing an undivided interest in this Note, provided such certificates are sold only to a bank, insurance company or similar financial institution or other entity approved by the Local Government Commission of North Carolina, which executes and delivers to the City an Investor Letter in substantially the form of Exhibit A to the Series 2022A Note Purchase Agreement.

The registered owner of this Note shall have no right to enforce the provisions of the Trust Agreement or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Trust Agreement, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Trust Agreement.

Upon the occurrence of certain events, and on the conditions, in the manner and with the effect set forth in the Trust Agreement, the principal of all bonds and debt secured on a parity therewith by the pledge of Net Receipts then outstanding under the Trust Agreement may become or may be declared due and payable before the respective stated maturities thereof.

This Note, notwithstanding the provisions for registration of transfer stated herein and contained in the Trust Agreement, at all times shall be, and shall be understood to be, an investment security within the meaning of and for all the purposes of Article 8 of the Uniform Commercial Code of North Carolina. This Note is issued with the intent that the laws of the State of North Carolina shall govern its construction.

This Note shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Series 2022A Note Resolution until this Note shall have been authenticated by the execution by the Series 2022A Note Registrar of the certificate of authentication endorsed hereon.

All acts, conditions and things required to happen, exist and be performed precedent to and in the issuance of this note have happened, exist and have been performed as required.

IN WITNESS WHEREOF, the City, pursuant to the Series 2022A Note Resolution, has caused this Note to be manually signed by its [Mayor] [City Manager] and its [Deputy] City Clerk and the corporate seal of the City to be impressed or imprinted hereon, all as of the ____ day of September, 2022.

[Do not sign] _____
[Mayor] [City Manager]

[SEAL]

[Do not sign] _____
[Deputy] City Clerk

CERTIFICATE OF LOCAL GOVERNMENT COMMISSION

The issuance of the within note has been approved under the provisions of The State and Local Government Revenue Bond Act.

[Do not sign] _____
Secretary, Local Government Commission

CERTIFICATE OF AUTHENTICATION

This note is the Series 2022A Note of the series designated therein and issued under the provisions of the within mentioned Resolution.

[Do not sign] _____
Finance Director, as Note Registrar

Date of authentication: _____

ASSIGNMENT

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

PLEASE INSERT SOCIAL SECURITY NUMBER
OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS OF TRANSFEREE

the within note and all right thereunder, and hereby irrevocably constitutes and appoints _____, attorney, to transfer the within note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTICE: Signature must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program (STAMP) or similar program.

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

SCHEDULE

DATE	AMOUNT ADVANCED	AMOUNT REDEEMED PRIOR TO MATURITY	OUTSTANDING AMOUNT ADVANCED
September 29, 2022			

Section 8. The transfer of the Series 2022A Note may be registered only upon the registration books of the City upon the surrender thereof to the Series 2022A 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 2022A Note Registrar. Upon any such registration of transfer, the Series 2022A Note Registrar shall deliver in exchange for the Series 2022A Note a new Note, registered in the name of the transferee, in an aggregate principal amount equal to the unpaid principal amount of the Series 2022A Note. Notwithstanding the foregoing, the Series 2022A Note may only be transferred in an Authorized Denomination to (a) a bank, insurance company or similar financial institution or any other entity approved by the Commission, or (b) a trustee for the purpose of issuing certificates of participation or other forms of certificates evidencing an undivided interest in the Series 2022A Note, provided such certificates are sold only to a bank, insurance company or similar financial institution or other entity approved by the Commission, which executes and delivers to the City an Investor Letter in substantially the form of Exhibit A to the Series 2022A Note Purchase Agreement.

In all cases in which the transfer of the Series 2022A Note shall be registered hereunder, the Series 2022A Note Registrar shall authenticate and deliver at the earliest practicable time a new Note in accordance with the provisions of this resolution. The Series 2022A Note surrendered in any such registration of transfer shall forthwith be canceled by the Series 2022A Note Registrar. The City or the Series 2022A Note Registrar may make a charge for shipping and out-of-pocket costs for every such registration of transfer of Bonds sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such registration of transfer, but no other charge shall be made by the City or the Series 2022A Note Registrar for registering the transfer of the Series 2022A Note under this resolution.

The person or entity in whose name the Series 2022A 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 or redemption price of the Series 2022A Note and the interest thereon shall be made only to or upon the order of the registered owner thereof or his or its legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Series 2022A Note and interest thereon to the extent of the sum or sums so paid.

The City shall appoint such registrars, transfer agents, depositaries or other agents as may be necessary for the registration and registration of transfer of the Series 2022A Note within a reasonable time according to then current commercial standards and for the timely payment of principal and interest with respect to the Series 2022A Note. The Finance Director of the City, or any person at any time acting in such capacity, is hereby appointed the registrar, transfer agent and paying agent for the Series 2022A Note (collectively the "Note Registrar"), subject to the right of the City Council of the City to appoint another Note Registrar, and as such shall keep at his office in the City, the books of the City for the registration, registration of transfer and payment of the Series 2022A Note as provided in this resolution.

Section 9. The Commission is hereby requested to sell the Series 2022A Note at private sale without advertisement to the Purchaser, subject to the approval of the Finance Director of

the City in accordance with the Series 2022A Note Purchase Agreement. The Series 2022A Note Purchase Agreement is hereby approved in substantially the form presented at this meeting, and the Mayor, the City Manager and the Finance Director of the City are each hereby authorized to execute and deliver the Series 2022A Note Purchase Agreement in substantially the form so presented, together with such modifications as the person executing the Series 2022A Note Purchase Agreement, with the advice of counsel, may approve, such approval to be conclusively evidenced by such execution and delivery.

Section 10. In the event that it is necessary to modify the terms and provisions of this resolution as it relates to the particular terms and provisions of the Series 2022A Note, the Mayor, the City Manager and the Finance Director of the City shall each be authorized, individually or collectively, to approve any such modifications, which modifications shall be evidenced by a certificate executed and delivered by the Mayor, the City Manager or the Finance Director on the Closing Date; provided, however, that any such modifications shall be consistent with the general tenor of this resolution; and provided further that such modifications shall not increase the authorized principal amount of the Series 2022A Note, extend the final Maturity Date of the Series 2022A Note or materially increase the interest rate to be borne by the Series 2022A Note.

Section 11. The Mayor, the City Manager, the Finance Director, the City Clerk and the City Attorney, and their respective deputies or assistants, are each hereby authorized and directed, individually or collectively, to take such other actions and to execute and deliver such other documents, certificates, undertakings, agreements or other instruments as may be necessary or appropriate to effectuate the sale and issuance of the Series 2022A Note in a manner consistent with the terms of this resolution. The officers of the City and the agents and employees of the City are hereby authorized and directed to do all acts and things required of them by the provisions of this resolution for the full, punctual and complete performance of the terms, covenants, provisions and agreements of the same and the Series 2022A Note.

Section 12. This resolution shall take effect upon its adoption.

Upon motion of Council Member _____, seconded by Council Member _____, the foregoing resolution entitled "RESOLUTION PROVIDING FOR THE SALE AND ISSUANCE OF A NOT TO EXCEED \$25,000,000 TAXABLE COMBINED ENTERPRISE SYSTEM REVENUE BOND ANTICIPATION NOTE, SERIES 2022A" was adopted by the following vote:

Ayes: _____

Noes: _____

Thereupon, _____ introduced the following resolution the title of which was read and a copy of which had been previously distributed to each Council Member:

**RESOLUTION PROVIDING FOR THE SALE AND ISSUANCE OF A
NOT TO EXCEED \$150,000,000 COMBINED ENTERPRISE SYSTEM
REVENUE BOND ANTICIPATION NOTE, SERIES 2022B**

BE IT RESOLVED by the City Council of the City of Greensboro (the “City”):

Section 1. The City Council has determined and does hereby find and declare as follows:

(a) The City Council has heretofore authorized the filing of an application with the North Carolina Local Government Commission (the “Commission”) requesting approval of the issuance of revenue bonds in an aggregate principal amount not to exceed \$175,000,000 and, in anticipation of the issuance of a portion of such revenue bonds, the issuance of a revenue bond anticipation note in an aggregate principal amount of not to exceed \$150,000,000 for the purpose of providing funds, together with any other available funds, to (i) pay a portion of the costs of various improvements to the City’s water system and sanitary sewer system (the “2022 Project”) and (ii) pay the fees and expenses incurred in connection with the sale and issuance of such revenue bond anticipation note and revenue bonds.

(b) The City Council, by resolution, also requested the Commission to sell the bond anticipation note at private sale without advertisement.

(c) The City Council has also heretofore adopted an order authorizing the issuance of its combined enterprise system revenue bonds (the “Bonds”) for the purpose of providing funds, together with other available funds, to (i) pay the costs of the 2022 Project and (ii) pay the fees and expenses incurred in connection with the sale and issuance of the Bonds. The proceeds of the Bonds may also be applied to the payment or redemption of any bond anticipation notes issued by the City to pay the costs of the 2022 Project and related financing costs in anticipation of the issuance of the Bonds.

(d) The Bonds are expected to be issued pursuant to a Trust Agreement, dated as of June 1, 1995 (as supplemented and amended, the “Trust Agreement”), between the City and Branch Banking and Trust Company (succeeded by U.S. Bank Trust Company, National Association), as trustee (the “Trustee”), and one or more supplemental trust agreements, the form of which shall be approved by the City Council prior to the sale and issuance of the Bonds, between the City and the Trustee. Capitalized terms used herein that are not otherwise defined herein shall have the meanings given such terms in the Trust Agreement.

(e) The City has determined that it is necessary to provide for the issuance of a taxable revenue bond anticipation note in a principal amount not to exceed \$150,000,000 (the “Series 2022B Note”) at this time in anticipation of the receipt of the proceeds of the sale of the Bonds for the purpose of providing funds, together with any other available funds, to (i) pay costs of the 2022 Project and (ii) pay the fees and expenses incurred in connection with the sale and issuance of the Series 2022B Note.

(f) Truist Commercial Equity, Inc. (the “Purchaser”) has offered to purchase the Series 2022B Note pursuant to a Note Purchase and Advance Agreement, to be dated as of the date of delivery thereof (the “Series 2022B Note Purchase Agreement”), among the Commission, the City and the Purchaser, a form of which has been presented at this meeting, pursuant to which the Purchaser will agree to purchase the Series 2022B Note by advancing the proceeds thereof as described in Section 2 hereof.

Section 2. (a) Pursuant to the provisions of The State and Local Government Revenue Bond Act, as amended (the “Act”), and Section 159-161 of the General Statutes of North Carolina, as amended, in anticipation of the receipt of the proceeds of the sale of the Bonds, the City hereby authorizes and approves the issuance of the Series 2022B Note in a principal amount not to exceed \$150,000,000. The Series 2022B Note shall be in the form of a single note designated “City of Greensboro, North Carolina Combined Enterprise System Revenue Bond Anticipation Note, Series 2022B.” The Series 2022B Note shall be initially registered as to principal and interest in the name of the Purchaser, shall evidence the advance of funds by the Purchaser in amounts to be determined by the Finance Director of the City from time to time, shall be dated as of the date of delivery thereof, shall mature, subject to the right of prior redemption, on September 29, 2030 (the “Maturity Date”), and shall bear interest at a variable rate as hereinafter provided. Both principal of and the interest on the Series 2022B Note, when due, shall be payable in lawful money of the United States of America.

The principal of the Series 2022B Note shall be payable to the Holder as shown on the registration books of the City as hereinafter provided as the same shall become due and payable on the Maturity Date or any prior redemption date. Promptly following the final payment of principal of the Series 2022B Note, the Series 2022B Note shall be presented and surrendered to the Series 2022B Note Registrar (hereinafter defined) for cancellation.

Unless otherwise instructed by the Holder, the City shall pay the principal of and the interest on the Series 2022B Note as the same becomes due and payable by 5:00 P.M. Eastern Time on the respective payment dates by wire transfer of immediately available funds in accordance with wire transfer instructions to be provided to the City by the Holder, or as otherwise may be agreed between the City and the Holder.

(b) The City may request the Purchaser to make advances of the proceeds of the Series 2022B Note to the City from time to time in accordance with the terms set forth in the Series 2022B Note Purchase Agreement up to the aggregate principal amount of \$150,000,000 (such amounts advanced from time to time being hereinafter sometimes referred to as the “Amount Advanced”). The proceeds of each advance of Note proceeds shall be applied to pay or reimburse the City for costs of the 2022 Project or the fees and expenses incurred in connection with the sale or issuance of the Series 2022B Note. The City shall not submit requests for advances of Note proceeds to the Purchaser more frequently than three times during any calendar month, and no requests for advances of Note proceeds shall be submitted later than thirty (30) days prior to the last day of the Initial Term Period (hereinafter defined). The Series 2022B Note shall constitute a non-revolving line of credit. Any proceeds advanced by the Purchaser under the Series 2022B Note shall permanently reduce the amount remaining available to be advanced under the Series 2022B Note.

The City hereby authorizes the Purchaser to endorse on the schedule attached to the Series 2022B Note the amount of each advance made by the Purchaser to the City thereunder and the date that such advance is made (which notation may either be made on the physical note certificate held by the Purchaser or electronically in the Purchaser's system); provided, however, that any failure by the Purchaser to make any such endorsement shall not affect the obligations of the City under the Series 2022B Note with respect to repayment of the Amount Advanced. Unless otherwise redeemed in whole or in part prior to the Maturity Date as hereinafter provided, the City shall pay to the Purchaser on the Maturity Date the Amount Advanced to the City pursuant to the Series 2022B Note Purchase Agreement.

(c) The Series 2022B Note shall bear, and the City shall pay interest from the date of the Series 2022B Note on the outstanding principal amount thereof (equal to the Amount Advanced less any portion of the Amount Advanced that had previously been paid or redeemed) at the Interest Rate (hereinafter defined), calculated on the basis of a year of 360 days and the actual days elapsed.

Interest on the outstanding principal of the Series 2022B Note shall be due and payable in arrears (i) on the first day of each calendar month, commencing November 1, 2022, and (ii) on the date when the principal of the Series 2022B Note shall be due (whether at maturity or by redemption prior to maturity), but only to the extent accrued. Each such date for the payment of interest is hereinafter called an "Interest Payment Date." The interest due and payable on the Series 2022B Note on each Interest Payment Date shall be all interest accrued on the Series 2022B Note from the first day of the month immediately preceding such Interest Payment Date to and including the last day of such month immediately preceding such Interest Payment Date.

(d) In addition to capitalized terms defined elsewhere in this resolution, the following terms shall have the following meanings as used in this resolution:

"Adjusted SIFMA Rate" means the rate of interest per annum equal to the sum obtained by adding (a) the SIFMA Index Rate plus (b) the Spread.

"Base Rate" means the higher of (a) the Prime Rate, (b) the Overnight Bank Funding Rate plus 50 basis points (0.50%) and (c) 4.00% per annum. The Base Rate shall be adjusted as of each Business Day that there is a change in the Prime Rate or the Overnight Bank Funding Rate (as applicable) without notice to the City.

"Business Day" means a day on which the Holder, at its principal corporate office, is required or authorized by law to remain closed.

"Closing Date" means the date of initial execution and delivery of the Series 2022B Note.

"Holder" means, initially, the Purchaser and thereafter, any subsequent registered owner of the Series 2022B Note.

"Initial Term Interest Rate" means, during the Initial Term Period, a per annum rate of interest equal to the Adjusted SIFMA Rate; provided, however, that in no event shall the Initial Term Interest Rate exceed the Maximum Rate at any time.

“Initial Term Period” means the period commencing on the Closing Date and ending on September 29, 2025.

“Interest Rate” means (a) during the Initial Term Period, a per annum rate of interest equal to the Initial Term Interest Rate, and (b) during the Term Loan Interest Period, the Term Loan Interest Rate; provided, however, that upon a Determination of Taxability (as defined in the Series 2022B Note Purchase Agreement), the Series 2022B Note shall bear interest during the Taxable Period (as defined in the Series 2022B Note Purchase Agreement) at a rate equal to the Taxable Rate.

“Maximum Rate” means the lesser of (a) eighteen percent (18%) per annum and (b) the maximum rate permitted by applicable law.

“Overnight Bank Funding Rate” shall mean, for any day, the rate comprised of both overnight federal funds and overnight Eurocurrency borrowings by U.S.-managed banking offices of depository institutions, as such composite rate shall be determined by the Federal Reserve Bank of New York (“NYFRB”), as set forth on its public website from time to time, and as published on the next succeeding Business Day as the overnight bank funding rate by the NYFRB (or by such other recognized electronic source (such as Bloomberg) selected by the Holder for the purpose of displaying such rate); provided, that if such day is not a Business Day, the Overnight Bank Funding Rate for such day shall be such rate on the immediately preceding Business Day; provided, further, that if such rate shall at any time, for any reason, no longer exist, a comparable replacement rate determined by the Holder at such time (which determination shall be conclusive absent manifest error). If the Overnight Bank Funding Rate determined as above would be less than zero, then such rate shall be deemed to be zero.

“Prime Rate” means the interest rate announced by Truist Bank from time to time as its prime rate. Any change in the Prime Rate shall be effective as of the date such change is publicly announced by Truist Bank.

“SIFMA Index Rate” means, for any day, the rate per annum determined on the basis of the seven-day high-grade market index comprised of tax-exempt variable rate demand obligations, as produced by or under the sponsorship of the Securities Industry and Financial Markets Association (“SIFMA”) (or any successor organization) as the SIFMA Municipal Swap index and published the immediately preceding Wednesday of each week (or the next business day, if Wednesday is a SIFMA-recommended market holiday) as quoted by Bloomberg Finance L.P., or any quoting service or commonly available source utilized by the Holder. For purposes of clarity, the SIFMA Index Rate shall be effective on each Thursday through the following Wednesday. In the event that the SIFMA Municipal Swap Index is not available, the term “SIFMA Index Rate” shall mean a rate determined on the basis of a similar interest rate index selected by the Holder. If the SIFMA Index Rate determined as above would be less than zero, then such rate shall be deemed to be zero. The rate of interest charged shall be adjusted based on changes in the SIFMA Index Rate without notice to the City.

“Spread” means, while this bond accrues interest at the Adjusted SIFMA Rate, 0.145% per annum.

“Taxable Rate” means a per annum rate of interest equal to the product of the Interest Rate multiplied by the Taxable Rate Factor.

“Taxable Rate Factor” means the amount by which the Interest Rate must be multiplied to achieve the equivalent taxable rate, assuming that the interest on the Series 2022B Note is subject to federal income tax at the highest marginal corporate tax rate then in effect. The determination of the Taxable Rate Factor by the Holder shall be deemed conclusive and binding on the City absent manifest error.

“Term Loan Interest Rate” means for (a) for the first ninety (90) days of the Term Loan Period, the Base Rate and (b) thereafter during the Term Loan Period until the Maturity Date, the Base Rate plus 2.00%; provided, however, that the Term Loan Interest Rate shall not exceed the Maximum Rate at any time.

“Term Loan Period” means the period, if any, commencing on September 29, 2025 and ending on the earlier of the Maturity Date or the date the Series 2022B Note has been redeemed in whole prior to maturity.

Section 3. The City shall provide to the Holder and the Trustee on a date that is not less than five (5) Business Days and not more than ten (10) Business Days prior to the expiration of the Initial Term Period a certificate stating that (a) no Event of Default has occurred and is continuing under the Series 2022B Note Purchase Agreement, and (b) all representations and warranties of the City set forth in the Series 2022B Note Purchase Agreement are true and correct as of the date of such certificate. In the event that the City does not deliver to the Holder and the Trustee such certificate as provided in the immediately preceding sentence, the Series 2022B Note shall be subject to special mandatory redemption in whole on the last day of the Initial Term Period at a redemption price equal to 100% of the outstanding principal amount of the Series 2022B Note, plus accrued interest thereon to the redemption date. In the event that the City delivers such certificate and the principal of the Series 2022B Note is not redeemed in whole on or prior to the last calendar day of the Initial Term Period, such unpaid principal balance shall be redeemed in part in ten (10) semiannual equal principal installments payable on each March 29 and September 29, beginning March 29, 2026, with the final semiannual payment of the remaining outstanding principal amount of the Series 2022B Note being due and payable on the Maturity Date, all at a redemption price equal to 100% of the principal amount of the Series 2022B Note to be redeemed on each such date.

Section 4. The Series 2022B Note shall be subject to redemption at the option of the City, from any moneys that may be made available for such purpose, either in whole or in part on any Business Day at a redemption price equal to 100% of the outstanding principal of the Series 2022B Note to be redeemed, plus accrued interest thereon to the redemption date, upon the Series 2022B Note Registrar giving not less than ten (10) days’ prior written notice of such redemption to the Holder by electronic mail, confirmed by first-class mail, postage prepaid (unless otherwise waived by the Holder).

Any notice of optional redemption may state that the redemption to be effected is conditioned upon the receipt by the Series 2022B Note Registrar on or prior to the redemption date of moneys sufficient to pay the redemption price of and interest on the principal amount of

the Series 2022B Note to be redeemed, and that if such moneys are not so received, such notice shall be of no force or effect and the principal amount of the Series 2022B Note to be redeemed shall not be required to be redeemed. In the event that such notice contains such a condition and moneys sufficient to pay the redemption price of and interest on the principal amount of the Series 2022B Note to be redeemed are not received by the Series 2022B Note Registrar on or prior to the redemption date, the redemption shall not be made, and the Series 2022B Note Registrar shall within a reasonable time thereafter give notice to the Holder, in the manner in which the notice of redemption was given, that such moneys were not so received.

Section 5. The Series 2022B Note shall constitute Parity Debt within the meaning of the Trust Agreement, and this resolution and the Series 2022B Note Purchase Agreement shall constitute a Parity Debt Resolution within the meaning of the Trust Agreement. A certified copy of this resolution, a specimen copy of the Series 2022B Note and an executed copy of the Series 2022B Note Purchase Agreement shall be provided to the Trustee on or prior to the Closing Date in accordance with Section 501 of the Trust Agreement.

Section 6. The City covenants that it will promptly pay the principal of and interest on the Series 2022B Note issued under the provisions of this resolution at the places, on the dates and in the manner provided herein and in the Series 2022B Note, according to the true intent and meaning thereof. The City represents and covenants that it is duly authorized under the Constitution and laws of the State, including the Act, to issue the Series 2022B Note authorized hereby and to pledge the Net Receipts in the manner and to the extent provided in the Trust Agreement; that all action on its part of the issuance of the Series 2022B Note has been duly and effectively taken; and that the Series 2022B Note will be a valid and binding special obligation of the City payable in accordance with its terms.

Section 7. The Series 2022B Note shall bear the manual or facsimile signatures of the Mayor or City Manager and the City Clerk or any Deputy or Assistant City Clerk of the City, and the corporate seal or a facsimile of the corporate seal of the City shall be impressed or printed, as the case may be, on the Series 2022B Note.

The certificate of the Commission to be endorsed on the Series 2022B Note shall bear the manual or facsimile signature of the Secretary of the Commission and the certificate of authentication of the Series 2022B Note Registrar to be endorsed on the Series 2022B Note shall be executed as provided hereinafter.

In case any officer of the City or the Commission whose manual or facsimile signature shall appear on any Note shall cease to be such officer before the delivery of such 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 any Note may bear the manual or facsimile signatures of such persons as at the actual time of the execution of the Series 2022B Note shall be the proper officers to sign the Series 2022B Note although at the date of the Series 2022B Note such persons may not have been such officers.

The Series 2022B 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 2022B Note Registrar of the certificate of authentication endorsed thereon.

The Series 2022B Note and the endorsements thereon shall be in substantially the following form:

NO OFFERING CIRCULAR OR MEMORANDUM, OFFICIAL STATEMENT OR OTHER DISCLOSURE DOCUMENT HAS BEEN PREPARED OR PROVIDED BY THE CITY IN CONNECTION WITH THE OFFERING AND SALE OF THIS NOTE. THIS NOTE MAY BE TRANSFERRED ONLY TO (I) A BANK, INSURANCE COMPANY OR SIMILAR FINANCIAL INSTITUTION OR ANY OTHER ENTITY APPROVED BY THE LOCAL GOVERNMENT COMMISSION OF NORTH CAROLINA OR (II) A TRUSTEE FOR THE PURPOSE OF ISSUING CERTIFICATES OF PARTICIPATION OR OTHER FORMS OF CERTIFICATES EVIDENCING AN UNDIVIDED INTEREST IN THIS NOTE, PROVIDED SUCH CERTIFICATES ARE SOLD ONLY TO A BANK, INSURANCE COMPANY OR SIMILAR FINANCIAL INSTITUTION OR OTHER ENTITY APPROVED BY THE LOCAL GOVERNMENT COMMISSION OF NORTH CAROLINA. ANY TRANSFEREE TO WHOM A TRANSFER HAS BEEN MADE PRIOR TO THE PREPARATION AND PROVISION OF AN OFFERING CIRCULAR OR MEMORANDUM, OFFICIAL STATEMENT OR OTHER DISCLOSURE DOCUMENT SHALL BE DEEMED TO HAVE REPRESENTED TO THE CITY THAT (A) IT IS A BUYER DESCRIBED ABOVE, (B) IT HAS PURCHASED THIS NOTE FOR INVESTMENT PURPOSES AND NOT AS AN UNDERWRITER AND DOES NOT PRESENTLY INTEND TO TRANSFER, OTHERWISE DISTRIBUTE OR SELL THIS NOTE, AND (C) IT IS FAMILIAR WITH THE CONDITION, FINANCIAL AND OTHERWISE, OF THE CITY OF GREENSBORO, NORTH CAROLINA, HAS OBTAINED ALL INFORMATION THAT IT REGARDS AS NECESSARY FOR ITS DECISION TO PURCHASE THIS NOTE, AND HAS MADE ITS OWN CREDIT EVALUATION OF THE CITY AND THE COMBINED ENTERPRISE SYSTEM OF THE CITY AND HAS NOT RELIED ON THE CITY OR THE LOCAL GOVERNMENT COMMISSION OF NORTH CAROLINA IN THIS REGARD.

No. R-__

United States of America
State of North Carolina

CITY OF GREENSBORO, NORTH CAROLINA
COMBINED ENTERPRISE SYSTEM REVENUE BOND ANTICIPATION NOTE
SERIES 2022B

The City of Greensboro (the “City”), a municipal corporation existing under the laws of the State of North Carolina, is justly indebted and for value received hereby promises to pay, but solely from the sources and in the manner hereinafter provided, to TRUIST COMMERCIAL EQUITY, INC., or registered assigns or legal representative (the “Holder”), the principal sum of \$150,000,000 or so much thereof as may be advanced and remains outstanding from time to time hereafter as the Amount Advanced (hereinafter defined) on September 29, 2030 (the “Maturity Date”) or the date of any redemption of any portion of this Note prior to the Maturity Date,

together with interest thereon from the date hereof until paid in full at the Interest Rate (as defined in the Series 2022B Note Resolution hereinafter mentioned) or otherwise as provided in the Series 2022B Note Resolution. The Amount Advanced shall be endorsed on the schedule attached hereto and incorporated by reference herein on each date that an advance is made by Truist Commercial Equity, Inc., as the initial purchaser of the Series 2022B Note (the “Purchaser”); provided, however, that any failure by the Purchaser to make any such endorsement shall not affect the obligation of the City to repay the amount so advanced with interest thereon as provided herein. Interest on the outstanding principal of this Note from time to time outstanding shall accrue as set forth in the Series 2022B Note Resolution and shall be due and payable in arrears (i) on the first day of each calendar month, commencing November 1, 2022, and (ii) 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. Both the principal and interest on this Note shall be payable, when due, in any lawful money of the United States of America. Promptly following the final payment of principal of this Note, this Note shall be presented and surrendered to the office of the Finance Director of the City in Greensboro, North Carolina (the “Note Registrar”) for cancellation.

This Note is given for money borrowed in the amount of the Amount Advanced in anticipation of the receipt of the proceeds of the sale by the City of its combined enterprise system revenue bonds in an amount sufficient to pay the principal amount hereof, which have been duly authorized by an order adopted by the City Council of the City on September 6, 2022. This Note is issued pursuant to and in full compliance with Constitution and laws of the State of North Carolina, including the Act, and a resolution duly adopted by said City Council on September 6, 2022 (the “Series 2022B Note Resolution”). This Note is being issued pursuant to a Trust Agreement, dated as of June 1, 1995 (as supplemented and amended, the “Trust Agreement”), between the City and Branch Banking and Trust Company (succeeded by U.S. Bank Trust Company, National Association), as trustee the “Trustee”), for the purpose of providing funds, together with any other available funds, to (i) pay the costs of certain improvements to the City’s water and sanitary sewer system and (ii) pay the fees and expenses incurred in connection with the sale and issuance of this Note. This Note constitutes “Parity Debt” within the meaning of the Trust Agreement. All capitalized terms used herein and not otherwise defined shall have the meanings given such terms in the Series 2022B Note Resolution and the Trust Agreement.

This Note is a special obligation of the City secured by a pledge, charge and lien upon the Net Receipts on a parity with all other Bonds and Parity Debt that is Outstanding under the Trust Agreement. The City is not obligated to pay the principal of or interest on this Note except as provided in the Trust Agreement from Net Receipts or certain other monies made available therefor under the Trust Agreement, and neither the faith and credit nor the taxing power of the State of North Carolina or any political subdivision thereof or the City is pledged to the payment of the principal of and the interest on this Note.

The Trust Agreement provides for the issuance or incurrence from time to time under the conditions, limitations and restrictions set forth therein of additional Bonds and Parity Debt secured pari passu as to the pledge of Net Receipts with the outstanding Bonds and Parity Debt and any additional Bonds or Parity Debt hereafter issued or incurred pursuant to the Trust Agreement.

Reference is made to the Trust Agreement and the Series 2022B Note Resolution for a more complete statement of the provisions thereof and of the rights of the City, the Trustee and the registered owner of this Note. Copies of the Trust Agreement and the Series 2022B Note Resolution shall be available for inspection by the registered owner hereof at all reasonable times at the principal corporate trust office of the Trustee or at the office of the Series 2022B Note Registrar. By the purchase and acceptance of this note, the registered owner hereof signifies assent to all of the provisions of the Trust Agreement and the Series 2022B Note Resolution.

The City shall provide to the Holder and the Trustee on a date that is not less than five (5) Business Days and not more than ten (10) Business Days prior to the expiration of the Initial Term Period a certificate stating that (a) no Event of Default has occurred and is continuing under the Series 2022B Note Purchase Agreement, and (b) all representations and warranties of the City set forth in the Series 2022B Note Purchase Agreement are true and correct as of the date of such certificate. In the event that the City does not deliver to the Holder and the Trustee such certificate as provided in the immediately preceding sentence, this Note shall be subject to special mandatory redemption in whole on the last day of the Initial Term Period at a redemption price equal to 100% of the outstanding principal amount of this Note, plus accrued interest thereon to the redemption date. In the event that the City delivers such certificate and the principal of this Note is not redeemed in whole on or prior to the last calendar day of the Initial Term Period, such unpaid principal balance shall be redeemed in part in ten (10) semiannual equal principal installments payable on each March 29 and September 29, beginning March 29, 2026, with the final semiannual payment of the remaining outstanding principal amount of this Note being due and payable on the Maturity Date, all at a redemption price equal to 100% of the principal amount of this Note to be redeemed on each such date.

This Note shall be subject to redemption at the option of the City, from any moneys that may be made available for such purpose, either in whole or in part on any Business Day at a redemption price equal to 100% of the outstanding principal of this Note to be redeemed, plus accrued interest thereon to the redemption date, upon the Series 2022B Note Registrar giving not less than ten (10) days' prior written notice of such redemption to the Holder by electronic mail, confirmed by first-class mail, postage prepaid (unless otherwise waived by the Holder).

Any notice of optional redemption may state that the redemption to be effected is conditioned upon the receipt by the Series 2022B Note Registrar on or prior to the redemption date of moneys sufficient to pay the redemption price of and interest on the principal amount of this Note to be redeemed, and that if such moneys are not so received, such notice shall be of no force or effect and the principal amount of this Note to be redeemed shall not be required to be redeemed. In the event that such notice contains such a condition and moneys sufficient to pay the redemption price of and interest on the principal amount of this Note to be redeemed are not received by the Series 2022B Note Registrar on or prior to the redemption date, the redemption shall not be made, and the Series 2022B Note Registrar shall within a reasonable time thereafter give notice to the Holder, in the manner in which the notice of redemption was given, that such moneys were not so received.

The Series 2022B Note Registrar shall keep at his office the books of the City for the registration of transfer of this Note. The transfer of this Note may be registered only upon such books and as otherwise provided in the Series 2022B Note Resolution upon the surrender hereof

to the Series 2022B Note Registrar, together with an assignment duly executed by the registered owner hereof or his attorney or legal representative in such form as shall be satisfactory to the Series 2022B Note Registrar. Upon any such registration of transfer, the Series 2022B Note Registrar shall deliver in exchange for this Note a new Note, registered in the name of the transferee in an aggregate principal amount equal to the unpaid principal amount of this Note. Notwithstanding the foregoing, this Note may only be transferred to (i) a bank, insurance company or similar financial institution or any other entity approved by the Local Government Commission of North Carolina, or (ii) a trustee for the purpose of issuing certificates of participation or other forms of certificates evidencing an undivided interest in this Note, provided such certificates are sold only to a bank, insurance company or similar financial institution or other entity approved by the Local Government Commission of North Carolina, which executes and delivers to the City an Investor Letter in substantially the form of Exhibit A to the Series 2022B Note Purchase Agreement.

The registered owner of this Note shall have no right to enforce the provisions of the Trust Agreement or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Trust Agreement, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Trust Agreement.

Upon the occurrence of certain events, and on the conditions, in the manner and with the effect set forth in the Trust Agreement, the principal of all bonds and debt secured on a parity therewith by the pledge of Net Receipts then outstanding under the Trust Agreement may become or may be declared due and payable before the respective stated maturities thereof.

This Note, notwithstanding the provisions for registration of transfer stated herein and contained in the Trust Agreement, at all times shall be, and shall be understood to be, an investment security within the meaning of and for all the purposes of Article 8 of the Uniform Commercial Code of North Carolina. This Note is issued with the intent that the laws of the State of North Carolina shall govern its construction.

This Note shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Series 2022B Note Resolution until this Note shall have been authenticated by the execution by the Series 2022B Note Registrar of the certificate of authentication endorsed hereon.

All acts, conditions and things required to happen, exist and be performed precedent to and in the issuance of this note have happened, exist and have been performed as required.

IN WITNESS WHEREOF, the City, pursuant to the Series 2022B Note Resolution, has caused this Note to be manually signed by its [Mayor] [City Manager] and its [Deputy] City Clerk and the corporate seal of the City to be impressed or imprinted hereon, all as of the ____ day of September, 2022.

[Do not sign] _____
[Mayor] [City Manager]

[SEAL]

[Do not sign] _____
[Deputy] City Clerk

CERTIFICATE OF LOCAL GOVERNMENT COMMISSION

The issuance of the within note has been approved under the provisions of The State and Local Government Revenue Bond Act.

[Do not sign] _____
Secretary, Local Government Commission

CERTIFICATE OF AUTHENTICATION

This note is the Series 2022B Note of the series designated therein and issued under the provisions of the within mentioned Resolution.

[Do not sign] _____
Finance Director, as Note Registrar

Date of authentication: _____

ASSIGNMENT

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

PLEASE INSERT SOCIAL SECURITY NUMBER
OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS OF TRANSFEREE
the within note and all right thereunder, and hereby irrevocably constitutes and appoints
_____, attorney, to transfer the within note on the books kept for
registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTICE: Signature must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program (STAMP) or similar program.

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

SCHEDULE

DATE	AMOUNT ADVANCED	AMOUNT REDEEMED PRIOR TO MATURITY	OUTSTANDING AMOUNT ADVANCED
September 29, 2022			

Section 8. The transfer of the Series 2022B Note may be registered only upon the registration books of the City upon the surrender thereof to the Series 2022B 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 2022B Note Registrar. Upon any such registration of transfer, the Series 2022B Note Registrar shall deliver in exchange for the Series 2022B Note a new Note, registered in the name of the transferee, in an aggregate principal amount equal to the unpaid principal amount of the Series 2022B Note. Notwithstanding the foregoing, the Series 2022B Note may only be transferred in an Authorized Denomination to (a) a bank, insurance company or similar financial institution or any other entity approved by the Commission, or (b) a trustee for the purpose of issuing certificates of participation or other forms of certificates evidencing an undivided interest in the Series 2022B Note, provided such certificates are sold only to a bank, insurance company or similar financial institution or other entity approved by the Commission, which executes and delivers to the City an Investor Letter in substantially the form of Exhibit A to the Series 2022B Note Purchase Agreement.

In all cases in which the transfer of the Series 2022B Note shall be registered hereunder, the Series 2022B Note Registrar shall authenticate and deliver at the earliest practicable time a

new Note in accordance with the provisions of this resolution. The Series 2022B Note surrendered in any such registration of transfer shall forthwith be canceled by the Series 2022B Note Registrar. The City or the Series 2022B Note Registrar may make a charge for shipping and out-of-pocket costs for every such registration of transfer of Bonds sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such registration of transfer, but no other charge shall be made by the City or the Series 2022B Note Registrar for registering the transfer of the Series 2022B Note under this resolution.

The person or entity in whose name the Series 2022B 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 or redemption price of the Series 2022B Note and the interest thereon shall be made only to or upon the order of the registered owner thereof or his or its legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Series 2022B Note and interest thereon to the extent of the sum or sums so paid.

The City shall appoint such registrars, transfer agents, depositaries or other agents as may be necessary for the registration and registration of transfer of the Series 2022B Note within a reasonable time according to then current commercial standards and for the timely payment of principal and interest with respect to the Series 2022B Note. The Finance Director of the City, or any person at any time acting in such capacity, is hereby appointed the registrar, transfer agent and paying agent for the Series 2022B Note (collectively the "Note Registrar"), subject to the right of the City Council of the City to appoint another Note Registrar, and as such shall keep at his office in the City, the books of the City for the registration, registration of transfer and payment of the Series 2022B Note as provided in this resolution.

Section 9. The Commission is hereby requested to sell the Series 2022B Note at private sale without advertisement to the Purchaser, subject to the approval of the Finance Director of the City in accordance with the Series 2022B Note Purchase Agreement. The Series 2022B Note Purchase Agreement is hereby approved in substantially the form presented at this meeting, and the Mayor, the City Manager and the Finance Director of the City are each hereby authorized to execute and deliver the Series 2022B Note Purchase Agreement in substantially the form so presented, together with such modifications as the person executing the Series 2022B Note Purchase Agreement, with the advice of counsel, may approve, such approval to be conclusively evidenced by such execution and delivery.

Section 10. In the event that it is necessary to modify the terms and provisions of this resolution as it relates to the particular terms and provisions of the Series 2022B Note, the Mayor, the City Manager and the Finance Director of the City shall each be authorized, individually or collectively, to approve any such modifications, which modifications shall be evidenced by a certificate executed and delivered by the Mayor, the City Manager or the Finance Director on the Closing Date; provided, however, that any such modifications shall be consistent with the general tenor of this resolution; and provided further that such modifications shall not increase the authorized principal amount of the Series 2022B Note, extend the final Maturity Date of the Series 2022B Note or materially increase the interest rate to be borne by the Series 2022B Note.

Section 11. The Mayor, the City Manager, the Finance Director, the City Clerk and the City Attorney, and their respective deputies or assistants, are each hereby authorized and directed, individually or collectively, to take such other actions and to execute and deliver such other documents, certificates, undertakings, agreements or other instruments as may be necessary or appropriate to effectuate the sale and issuance of the Series 2022B Note in a manner consistent with the terms of this resolution. The officers of the City and the agents and employees of the City are hereby authorized and directed to do all acts and things required of them by the provisions of this resolution for the full, punctual and complete performance of the terms, covenants, provisions and agreements of the same and the Series 2022B Note.

Section 12. This resolution shall take effect upon its adoption.

Upon motion of Council Member _____, seconded by Council Member _____, the foregoing resolution entitled "RESOLUTION PROVIDING FOR THE SALE AND ISSUANCE OF A NOT TO EXCEED \$150,000,000 COMBINED ENTERPRISE SYSTEM REVENUE BOND ANTICIPATION NOTE, SERIES 2022B" was adopted by the following vote:

Ayes: _____

Noes: _____

* * * * *

I, Angela R. Lord, City Clerk of the City of Greensboro, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and accurate copy of so much of the proceedings of the City Council of said City at a regular meeting held on September 6, 2022, as relates in any way to the adoption of the foregoing order and resolutions authorizing the sale and issuance of revenue bonds and revenue bond anticipation notes of said City and that said proceedings are to be recorded in minute books of said City Council.

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 official seal of said City this 6th day of September, 2022.

City Clerk

[SEAL]