

CHATHAM COUNTY PUBLIC FACILITIES CORPORATION

and

REGIONS BANK,
as Trustee

SUPPLEMENTAL INDENTURE, NUMBER 2

Dated as of
October 1, 2025

SUPPLEMENTAL INDENTURE, NUMBER 2
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SUPPLEMENTAL INDENTURE, NUMBER 2

THIS SUPPLEMENTAL INDENTURE, NUMBER 2 dated as of October 1, 2025 (together with any supplements and amendments hereto made in accordance herewith, this “*Second Supplement*”), is between the **CHATHAM COUNTY PUBLIC FACILITIES CORPORATION** (the “*Corporation*”), a nonprofit corporation duly created and existing under the laws of the State of North Carolina (the “*State*”), and **REGIONS BANK**, as trustee (the “*Trustee*”), under an Indenture of Trust dated as of January 1, 2013, between such parties (the “*2013 Indenture*”), being authorized to accept and execute trusts of the character herein set out under and by virtue of the laws of the State. This Second Supplement supplements and amends the 2013 Indenture, as previously supplemented and amended by Supplemental Indenture, Number 1 dated as of August 1, 2021, between the Corporation and the Trustee (the “*First Supplement*” and together with the 2013 Indenture and this Second Supplement, the “*Indenture*”).

W I T N E S S E T H:

WHEREAS, the Corporation proposes to execute and deliver an additional series of limited obligation bonds (the “*2025 Bonds*”), designated as Additional Bonds under the 2013 Indenture and this Second Supplement and apply the proceeds of the 2025 Bonds to (1) refinance the Refunded Bonds (as defined herein) and (2) pay the costs related to the execution and delivery of the 2025 Bonds.

NOW THEREFORE, in addition to the rights, titles and interests granted by the Corporation to the Trustee in the 2013 Indenture, the Corporation, in consideration of the mutual covenants and agreements contained in the 2013 Indenture and in this Second Supplement and for the benefit of the Owners, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, in order to further secure the payment of the principal, premium, if any, and interest on all Bonds at any time outstanding under the Indenture, according to their tenor and effect, and to secure the performance and observance of all the covenants and conditions in the Bonds and contained in the Indenture, and to declare the terms and conditions on and subject to which the Bonds are executed, delivered, and secured, has executed and delivered the Indenture and has granted, warranted, aliened, remised, released, conveyed, assigned, pledged, set over and confirmed, and by these presents does grant, warrant, alien, remise, release, convey, assign, sell, set over and confirm unto the Trustee, and to its successors and assigns forever, all rights, title and interest of the Corporation in Amendment Number Two to the Installment Financing Contract dated as of October 1, 2025, between the Corporation and the County;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein it is agreed as follows:

ARTICLE I DEFINITIONS

Except as provided herein, all defined terms contained in the 2013 Indenture, the 2013 Contract and the Second Contract Amendment have the same meanings in this Second Supplement. In addition, the following words and terms, unless the context otherwise requires, have the following meanings:

“Authorized Denominations” means denominations of \$5,000 or any integral multiple thereof.

“Electronic Means” shall mean the following communications methods: e-mail, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys, or another method or system specified by the Trustee as available for use in connection with its services hereunder.

“Indenture” means, collectively, the 2013 Indenture, the First Supplement, and the Second Supplement, and any additional amendments and supplements thereto.

“Interest Payment Date” means, with respect to the 2025 Bonds, each May 1 and November 1, beginning [May 1, 2026].

“Record Date” means with respect to any Interest Payment Date, the close of business on the 15th day of the month preceding such Interest Payment Date.

“Refunded Bonds” means, collectively, the Refunded 2014 Bonds and the Refunded 2015 Bonds.

“Refunded Bonds Trustee” means U.S. Bank Trust Company, National Association, as successor to U.S. Bank National Association and trustee under the 2014 Indenture and the 2015 Indenture.

“Refunded 2014 Bonds” means the 2014 Bonds maturing on and after [November 1, 2026].

“Refunded 2015 Bonds” means the 2015 Bonds maturing on and after [November 1, 2030].

“Second Contract Amendment” means Amendment Number Two to the Installment Financing Contract dated as of October 1, 2025, between the Corporation and the County.

“Second Supplement” means this Supplemental Indenture, Number 2 dated as of October 1, 2025, between the Corporation and the Trustee and any amendments or supplements adopted in accordance with the terms of the 2013 Indenture and this Second Supplement.

“2014 Bonds” means the Limited Obligation Bonds, Series 2014, evidencing proportionate undivided interests in rights to receive Revenues pursuant to the 2014 Contract, executed and delivered under the 2014 Indenture.

“2015 Bonds” means the Refunding Limited Obligation Bonds, Series 2015, evidencing proportionate undivided interests in rights to receive Revenues pursuant to the 2015 Contract, executed and delivered under the 2015 Indenture.

“2014 Indenture” means the Indenture of Trust dated as of October 15, 2014, between the Corporation and U.S. Bank National Association, as trustee.

“2015 Indenture” means the Indenture of Trust dated as of July 1, 2015, between the Corporation and U.S. Bank National Association, as trustee.

“2025 *Bonds*” means the Limited Obligation Refunding Bonds (County of Chatham, North Carolina), Series 2025, evidencing proportionate undivided interests in rights to receive Revenues pursuant to the Contract, to be executed and delivered under the Second Supplement and the 2013 Indenture.

[END OF ARTICLE I]

ARTICLE II THE 2025 BONDS

Section 2.1 *Authorized Amount of 2025 Bonds.* The 2025 Bonds are being executed and delivered as Additional Bonds under the 2013 Indenture. No 2025 Bonds may be executed and delivered under the provisions of this Second Supplement and the 2013 Indenture except in accordance with this Article. The total principal amount of 2025 Bonds that may be executed and delivered is expressly limited to \$[AMOUNT] except as provided in Sections 2.8 and 2.9 of the 2013 Indenture.

Section 2.2 *General Terms of 2025 Bonds.* The 2025 Bonds will be designated “Limited Obligation Refunding Bonds (County of Chatham, North Carolina), Series 2025, Evidencing Proportionate Undivided Interests in Rights to Receive Certain Revenues Pursuant to an Installment Financing Contract between the Chatham County Public Facilities Corporation and the County of Chatham, North Carolina.” The 2025 Bonds will be numbered from R-1 upwards, and will be substantially in the form set forth in Exhibit A with such appropriate variations, omissions and insertions as are permitted or required by this Second Supplement.

Section 2.3 *Delivery of 2025 Bonds.* Before the delivery by the Trustee of any of the 2025 Bonds, the items required under Section 2.11 of the 2013 Indenture must be filed with the Trustee.

Section 2.4 *Details of 2025 Bonds; Payment.*

(a) The 2025 Bonds will mature on November 1 of the dates and in the principal amounts and will bear interest (computed on the basis of a 360-day year of twelve 30-day months) as follows:

YEAR	PRINCIPAL AMOUNT	INTEREST RATE	YEAR	PRINCIPAL AMOUNT	INTEREST RATE
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[to be completed at pricing]

(b) The 2025 Bonds shall be dated as of the date of their delivery, if executed and delivered before the first Interest Payment Date, or if executed and delivered on any later date, as of the Interest Payment Date next preceding their date of execution and delivery, or if executed and delivered on an Interest Payment Date, as of such date; provided, however, that if the interest with respect to the 2025 Bonds has not been paid in full and is in default, 2025 Bonds executed and delivered in exchange for 2025 Bonds surrendered for transfer or exchange will be dated as of the date to which interest has been paid in full on the 2025 Bonds so surrendered.

(c) The 2025 Bonds will be executed and delivered by means of a book-entry system with no physical distribution of 2025 Bonds made to the public. One 2025 Bond for each maturity will be delivered to DTC and held by the Trustee as custodian for DTC. A book-entry system will be employed, evidencing ownership of the 2025 Bonds in Authorized Denominations, with transfers of beneficial ownership effected on the records of DTC and DTC Participants pursuant to rules and procedures established by DTC.

Each DTC Participant will be credited in the records of DTC with the amount of such DTC Participant’s interest in the 2025 Bonds. Beneficial ownership interests in the 2025 Bonds may be purchased by or through DTC Participants. The holders of these beneficial ownership interests are hereinafter referred to as the “*Beneficial Owners*.” The Beneficial Owners will not receive 2025 Bonds representing their beneficial ownership interests. The ownership interests of each Beneficial Owner will be recorded through the records of the DTC Participant from which such Beneficial Owner purchased its Bonds. Transfers of ownership interests in the 2025 Bonds will be accomplished by book entries made by

DTC and, in turn, by DTC Participants acting on behalf of Beneficial Owners. SO LONG AS CEDE & CO., AS NOMINEE FOR DTC, IS THE REGISTERED OWNER OF THE 2025 BONDS, THE TRUSTEE SHALL TREAT CEDE & CO. AS THE ONLY HOLDER OF THE 2025 BONDS FOR ALL PURPOSES UNDER THE INDENTURE, INCLUDING RECEIPT OF ALL PRINCIPAL AND INTEREST WITH RESPECT TO THE 2025 BONDS, RECEIPT OF NOTICES, VOTING AND REQUESTING OR DIRECTING THE TRUSTEE TO TAKE OR NOT TO TAKE, OR CONSENTING TO, CERTAIN ACTIONS UNDER THE INDENTURE.

Payments of principal and interest, with respect to the 2025 Bonds, so long as DTC is the only Owner of the 2025 Bonds, will be paid by the Trustee directly to DTC or its nominee, Cede & Co., as provided in the Blanket Letter of Representation from the County to DTC. DTC will remit such payments to DTC Participants, and such payments thereafter will be paid by DTC Participants to the Beneficial Owners. The County and the Trustee shall not be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants.

In the event that (a) DTC determines not to continue to act as securities depository for the 2025 Bonds or (b) the County determines that the continuation of the book-entry system of evidence and transfer of ownership of the 2025 Bonds would adversely affect the interests of the County or the Beneficial Owners of the 2025 Bonds, the County shall discontinue the book-entry system with DTC. If the County fails to identify another qualified securities depository to replace DTC, the County will cause the Trustee to authenticate and deliver replacement Bonds in the form of fully registered 2025 Bonds in accordance with DTC's rules and procedures.

The County, the Corporation and the Trustee do not have any responsibility or obligations to any DTC Participant or any Beneficial Owner with respect to (a) the 2025 Bonds; (b) the accuracy of any records maintained by DTC or any DTC Participant; (c) the payment by DTC or any DTC Participant of any amount due to any Beneficial Owner in respect of the principal and interest with respect to the 2025 Bonds; (d) the delivery or timeliness of delivery by DTC or any DTC Participant of any notice due to any Beneficial Owner which is required or permitted under the terms of the Indenture to be given to owners; (e) the selection of Beneficial Owners to receive payments in the event of any partial prepayment of the 2025 Bonds; or (f) any consent given or other action taken by DTC, or its nominee, Cede & Co., as owner.

If a book-entry system of evidence and transfer of ownership of the 2025 Bonds is discontinued pursuant to the provisions of this Section, the 2025 Bonds shall be delivered in accordance with DTC's rules and procedures as fully registered Bonds without coupons in Authorized Denominations, shall be lettered "R" and numbered separately from 1 upward, and shall be payable, executed, authenticated, registered, exchanged and canceled pursuant to the provisions of Article II of the 2013 Indenture.

The 2025 Bonds will be payable in lawful money of the United States of America and at the designated corporate trust office of the Trustee on presentation and surrender. Interest with respect to the 2025 Bonds will be paid by the Trustee by check mailed on the Interest Payment Date to each Owner as its name and address appear on the register kept by the Trustee at the close of business on the Record Date. At the written request of any Owner of at least \$1,000,000 in aggregate principal amount of the 2025 Bonds, principal and interest may be payable by wire transfer at the address specified in writing by the Owner by the Record Date. As long as Cede & Co. or another DTC nominee is the registered owner of the 2025 Bonds, the Trustee shall make all payments with respect to the 2025 Bonds by wire transfer in immediately available funds. CUSIP number identification with appropriate dollar amounts for each CUSIP number shall accompany all payments of principal of, premium, if any, and interest with respect to any 2025 Bonds, whether by check or by wire transfer.

Section 2.5 Arbitrage and Tax Covenants. The Corporation covenants that it will not take or permit, or omit to take or cause to be taken, any action that would adversely affect the exclusion from

federal income taxation of the interest on the 2025 Bonds and, if it should take or permit, or omit to take or cause to be taken, any such action, the Corporation will take or cause to be taken all lawful actions within its power necessary to rescind or correct such actions or omissions promptly on having knowledge thereof. The Corporation acknowledges that the continued exclusion of interest on the 2025 Bonds from an Owner's gross income for federal income tax purposes depends, in part, on compliance with the arbitrage limitations imposed by Section 148 of the Code. The Corporation covenants that it will comply, or cause the County to comply, with all the requirements of Section 148 of the Code, including the rebate requirements, and that it will not permit at any time any of the proceeds of the 2025 Bonds or other funds under their control be used, directly or indirectly, to acquire any asset or obligation, the acquisition of which would cause the 2025 Bonds to be "arbitrage bonds" for purposes of Section 148 of the Code.

[END OF ARTICLE II]

ARTICLE III PREPAYMENT OF 2025 BONDS

Section 3.1 *Prepayment Dates and Prices.* The 2025 Bonds are subject to prepayment, in whole or in part, as set forth below: [to confirm whether 2025 Bonds will be subject to prepayment]

(a) *Optional Prepayment.* The 2025 Bonds maturing on or before November 1, 2035, are not subject to optional call and prepayment before maturity. The 2025 Bonds maturing on and after November 1, 2036, may be prepaid before their maturities, at the option of the County, from any funds that may be available for such purpose, either in whole or in part on any date on or after November 1, 2035, at a prepayment price equal to 100% of the principal amount of 2025 Bonds to be so prepaid plus accrued interest to the prepayment date.

(b) *Selection.* If called for prepayment in part, the 2025 Bonds to be prepaid shall be prepaid in such order as the County shall select and within the same maturity as selected by DTC pursuant to its rules and procedures or, if the book-entry system with respect to the 2025 Bonds is discontinued as provided in Section 2.4, by lot within a maturity in such manner as the Trustee in its discretion may determine.

When 2025 Bonds are to be prepaid in part, the schedule of Installment Payments set forth in the Contract shall be recalculated as necessary by the Trustee in the manner required by Section 3.7 of the 2013 Indenture.

The Trustee shall pay to the Owners of 2025 Bonds so prepaid the amounts due on their respective 2025 Bonds at the principal corporate trust office of the Trustee on presentation and surrender of the 2025 Bonds; provided, however, that, if prepaid in part, the 2025 Bonds may be prepaid only in Authorized Denominations. Prepayments shall be accompanied by a written designation prepared by the Trustee stating the portion of the payment representing the unpaid principal amount of the 2025 Bond immediately before the payment, the portion of the payment representing interest, and the remaining portion, if any, which shall be designated and paid as a prepayment premium.

Section 3.2 *Notice of Prepayment.* Notice of prepayment identifying the 2025 Bonds or portions thereof to be prepaid shall be given by the Trustee in writing not less than 30 days nor more than 60 days before the date fixed for prepayment by Electronic Means or by first-class mail, postage prepaid (or, in the case of notice to DTC, by registered or certified mail or otherwise in accordance with DTC's then-existing rules and procedures) (1) to DTC or its nominee or to the then-existing securities depositories, or (2) if DTC or its nominee or another securities depository is no longer the Owner of the 2025 Bonds, to the then-registered Owners of the 2025 Bonds to be prepaid at their addresses appearing on the registration books maintained by the Trustee, (3) to the LGC, and (4) to the Municipal Securities Rulemaking Board (the "MSRB") in an electronic format as prescribed by the MSRB.

Notwithstanding the foregoing, (1) if notice is properly given, the failure to receive an appropriate notice shall not affect the validity of the proceedings for such prepayment, (2) the failure to give any such notice or any defect therein shall not affect the validity of the proceedings for the prepayment of the 2025 Bonds or portions thereof with respect to which notice was correctly given, and (3) the failure to give any such notice to the LGC or the MSRB, or any defect therein, shall not affect the validity of any proceedings for the prepayment of the 2025 Bonds.

Notice of prepayment shall specify, as applicable, (1) that the 2025 Bonds or a designated portion thereof are to be prepaid, (2) the CUSIP numbers of the 2025 Bonds to be prepaid (unless all the 2025 Bonds are being prepaid), (3) the prepayment date, (4) the prepayment price, (5) the prepayment agent's name and address, (6) the original execution and delivery date of the 2025 Bonds to be prepaid, (7) the

interest rate with respect to the 2025 Bonds to be prepaid, (8) the maturity date of the 2025 Bonds to be prepaid, and (9) if a prepayment in part, called amounts for prepaid bonds.

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

In the case of an optional prepayment of the 2025 Bonds, the prepayment notice may state (1) that it is conditioned upon the deposit of money with the Trustee on the prepayment date at the time and in an amount equal to the amount necessary to effect the prepayment and such notice will be of no effect unless such money is so deposited, and (2) that the County retains the right to rescind the prepayment notice on or prior to the scheduled prepayment date, and such notice and optional prepayment shall be of no effect if such money is not so deposited or if the notice is rescinded as described in Section 3.3 herein.

Section 3.3 *Prepayment Mechanics.* On or before the date fixed for prepayment, funds shall be deposited with the Trustee to pay, and the Trustee is authorized and directed to apply such funds to the payment of, the 2025 Bonds or portions thereof called, together with accrued interest thereon to the prepayment date. On giving notice and depositing such funds for prepayment pursuant to this Second Supplement (which may be less than the full principal amount of the Outstanding 2025 Bonds and accrued interest thereon to the prepayment date), interest with respect to the 2025 Bonds or portions thereof thus called shall no longer accrue after the date fixed for prepayment.

The 2025 Bonds or portions thereof called for prepayment are due and payable on the prepayment date at the prepayment price, together with accrued interest thereto to the prepayment date. If any required notice of prepayment has been given and money sufficient to pay the prepayment price, together with accrued interest with respect thereto to the prepayment date, has been deposited with the Trustee, the 2025 Bonds or portions thereof so called for prepayment cease to be entitled to any benefit or security under the Indenture and the Owners of such 2025 Bonds have no rights in respect of such 2025 Bonds or portions thereof so called for prepayment except to receive payment of the prepayment price and accrued interest to the prepayment date from such funds held by the Trustee.

Any scheduled prepayment of 2025 Bonds or portions thereof may be rescinded in whole or in part at any time prior to the prepayment date if the County delivers written notice to the Trustee instructing the Trustee to rescind the prepayment notice. The Trustee shall give prompt notice of such rescission to the affected Owners of the 2025 Bonds. Any 2025 Bonds where prepayment has been rescinded shall remain Outstanding, and the rescission shall not constitute an Event of Default. Further, the failure of the Corporation or County to make funds available in part or in whole on or before the prepayment date shall not constitute an Event of Default, and the Trustee shall give immediate notice to the affected Owners of the 2025 Bonds that the prepayment did not occur and that the 2025 Bonds called for prepayment and not so paid remain Outstanding.

The Trustee shall pay to the Owners of 2025 Bonds so prepaid the amounts due on their respective 2025 Bonds at the principal corporate trust office of the Trustee on presentation and surrender of the 2025 Bonds; provided, however, that, if prepaid in part, the 2025 Bonds may be prepaid only in Authorized Denominations. Prepayments shall be accompanied by a written designation prepared by the Trustee stating the portion of the payment representing the unpaid principal amount of the 2025 Bond immediately before the payment and the portion of the payment representing interest.

When 2025 Bonds are to be prepaid in part, the County shall cause the Corporation to recalculate the schedule of Installment Payments set forth in the Contract as necessary in the manner required by Section 3.7 of the 2013 Indenture.

Anything in the Indenture to the contrary notwithstanding, if an Event of Default occurs and is continuing, there will be no prepayment of less than all of the Bonds Outstanding.

Section 3.4 Cancellation. All 2025 Bonds which have been prepaid shall not be redelivered but shall be canceled and burned or otherwise destroyed by the Trustee in accordance with Section 2.10 of the 2013 Indenture.

Section 3.5 Delivery of New 2025 Bonds On Partial Prepayment of 2025 Bonds. On surrender and cancellation of the 2025 Bonds called for prepayment in part only, a new 2025 Bond or 2025 Bonds of the same maturity and interest rate and of authorized denominations, in an aggregate principal amount equal to the unprepaid portion thereof, shall be executed on behalf of the Corporation and authenticated and delivered by the Trustee. The expenses of such execution, authentication, delivery and exchange shall be paid by the County as Additional Payments under the Contract.

[END OF ARTICLE III]

ARTICLE IV
CREATION OF ACCOUNTS; APPLICATION OF 2025 BOND PROCEEDS

Section 4.1 *Creation of Accounts.* An account within the Acquisition and Construction Fund is created and established with the Trustee to be designated the “2025 Bonds Account.” An account within the Interest Account of the Bond Fund is created and established with the Trustee to be designated the “2025 Interest Account.” An account within the Principal Account of the Bond Fund is created and established with the Trustee to be designated the “2025 Principal Account.”

Section 4.2 *Application of Proceeds.* On the date of execution and delivery of the 2025 Bonds, the Trustee will receive \$_____ on behalf of the Corporation, from the proceeds of the 2025 Bonds. The Trustee is hereby directed to apply such proceeds as follows: [to update at pricing]

(1) Deposit \$_____ in the 2025 Bonds Account of the Acquisition and Construction Fund to pay the costs of executing and delivering the 2025 Bonds;

(2) Transfer \$_____ to the Refunded Bonds Trustee for deposit in the Prepayment Fund (as defined in the 2014 Indenture) created under the 2014 Indenture to prepay the Refunded 2014 Bonds; and

(3) Transfer \$_____ to the Refunded Bonds Trustee for deposit in the Prepayment Fund (as defined in the 2015 Indenture) created under the 2015 Indenture to prepay the Refunded 2015 Bonds.

[END OF ARTICLE IV]

ARTICLE V MISCELLANEOUS

Section 5.1 *Parties Interested Herein.* Nothing in this Second Supplement expressed or implied is intended or will be construed to confer on, or to give to any person other than the County, the Trustee, the Corporation and the Owners, any right, remedy or claim under or by reason of this Second Supplement or any covenant, condition or stipulation hereof and all the covenants, stipulations, promises and agreements in this Second Supplement contained by and on behalf of the Corporation or the Trustee will be for the sole and exclusive benefit of the County, the Trustee, the Corporation and the Owners.

Section 5.2 *Titles, Headings, Captions, Etc.* The titles, captions and headings of the articles, sections and subdivisions of this Second Supplement have been inserted for convenience of reference only and will in no way modify or restrict any of the terms or provisions hereof.

Section 5.3 *Severability.* If any provision of this Second Supplement is held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof. If any one or more of the provisions provided in this Second Supplement is construed to be invalid or unenforceable, the parties hereto shall, in the alternative, agree to replace such provision with a lawful provision which most nearly approximates the provision held to be invalid or unenforceable.

Section 5.4 *Governing Law.* This Second Supplement is governed by and to be construed in accordance with the laws and Constitution of the State, without regard to conflict of law principles.

Section 5.5 *Execution in Counterparts; Electronic Versions.* This Second Supplement may be executed in any number of counterparts, by manual, facsimile, digital, electronic or .pdf file signatures, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument. An executed copy of this Second Supplement delivered by Electronic Means will be deemed to have the same legal effect as delivery of a manual signed copy of this Second Supplement. This Second Supplement and related documents may be sent and stored by Electronic Means.

Section 5.6 *Full Force and Effect.* Except as supplemented or amended by this Second Supplement, all provisions of the 2013 Indenture remain in full force and effect.

Section 5.7 *Consent of Initial Purchaser, Underwriter or Remarketing Agent.* Any person that holds any 2025 Bond or Bond issued hereafter as an Owner, including an initial purchaser, underwriter or remarketing agent that holds such obligation with an intent to sell or distribute such obligation in the future, shall be deemed to be the Owner of such obligation for the purpose of giving any consent required under Article IX of the 2013 Indenture, including any consent to an amendment or supplemental indenture that adversely affects the interests of other Owners. Notwithstanding anything herein or in the 2013 Indenture to the contrary, neither the County nor any initial purchaser, underwriter or remarketing agent providing its consent to an amendment or supplemental indenture pursuant to Article IX of the 2013 Indenture shall be required to provide any prior notice or other documentation regarding such amendment or supplemental indenture to any Owner of any Bond.

Section 5.8 *E-Verify.* The Trustee understands that “E-Verify” is a federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with Section 64-25(5) of the General Statutes of North Carolina, as amended. The Trustee uses E-Verify to verify the work authorization of its employees in accordance with Section 64-26(a) of the General Statutes of North Carolina, as amended. The Trustee will require that any subcontractor that it

uses in connection with the transactions contemplated by the 2013 Indenture and this Second Supplement certify to such subcontractor's compliance with E-Verify.

Section 5.9 *Electronic Instructions; Electronic Signature.* The Trustee shall have the right to accept and act upon instructions or directions pursuant to this Second Supplement or any other document reasonably relating to the 2025 Bonds and delivered using Electronic Means, provided, however, that the County or the Corporation, as the case may be, shall provide to the Trustee an incumbency certificate listing authorized officers with the authority to provide such directions or instructions (each, an “*Authorized Officer*”) and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended whenever a person is to be added or deleted from the listing.

If the County or the Corporation elects to give the Trustee directions or instructions using Electronic Means and the Trustee in its discretion elects to act upon such directions or instructions, the Trustees' reasonable understanding of such directions or instructions shall be deemed controlling. The County and the Corporation each understands and agrees that the Trustee cannot determine the identity of the actual sender of such directions or instructions and that the Trustee shall conclusively presume that directions or instructions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Trustee have been sent by such Authorized Officer. The County and the Corporation, as the case may be, shall each be responsible for ensuring that only Authorized Officers transmit such directions or instructions to the Trustee and that all Authorized Officers treat applicable user and authorization codes, passwords and/or authentication keys as confidential and with extreme care. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such directions or instructions notwithstanding such directions or instructions conflict or are inconsistent with a subsequent written direction or written instruction. Each of the County and the Corporation agree: (i) to assume all risks arising out of the use of Electronic Means to submit directions or instructions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized directions or instructions, and the risk of interception and misuse by third parties, provided that such unauthorized instructions, interception or misuse was not due to the Trustee's negligence or the compromise of Trustee's security systems; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting directions or instructions to the Trustee and that there may be more secure methods of transmitting directions or instructions; (iii) that the security procedures (if any) to be followed in connection with its transmission of directions or instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances and (iv) to notify the Trustee immediately upon learning of any compromise or unauthorized use of the security procedures.

All notices, approvals, consents, requests and any communications hereunder must be in writing (provided that any communication sent to Trustee hereunder must be in the form of a document that is signed manually or by way of a digital signature provided by DocuSign (or such other digital signature provider as specified in writing to Trustee by the County Representative)), in English.

Section 5.10 *USA Patriot Act.* To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a trust or other legal entity, the Trustee requires documentation to verify its formation and existence as a legal entity. The Trustee may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

[END OF ARTICLE V]

IN WITNESS WHEREOF, the Corporation and the Trustee have caused this Second Supplement to be executed in their respective names by their duly authorized officials or officers, all as of the date first above written.

**CHATHAM COUNTY PUBLIC FACILITIES
CORPORATION**

By: _____
Karen Howard
President

[COUNTERPART SIGNATURE PAGE TO SUPPLEMENTAL INDENTURE, NUMBER 2
DATED AS OF OCTOBER 1, 2025 BETWEEN CHATHAM COUNTY PUBLIC FACILITIES CORPORATION
AND REGIONS BANK]

REGIONS BANK,
as Trustee

By: _____
Kristine Prall
Vice President

EXHIBIT A

FORM OF 2025 BOND

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UNITED STATES OF AMERICA
STATE OF NORTH CAROLINA

LIMITED OBLIGATION REFUNDING BOND
(COUNTY OF CHATHAM, NORTH CAROLINA),
SERIES 2025

EVIDENCING A PROPORTIONATE UNDIVIDED
INTEREST IN RIGHTS TO RECEIVE
CERTAIN REVENUES PURSUANT TO AN
INSTALLMENT FINANCING CONTRACT
BETWEEN CHATHAM COUNTY PUBLIC FACILITIES CORPORATION AND THE
COUNTY OF CHATHAM, NORTH CAROLINA

Interest Rate	Maturity Date	Dated Date	CUSIP
%		October 9, 2025	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL SUM: DOLLARS

THIS CERTIFIES THAT THE REGISTERED OWNER (named above), or registered assigns, has a proportionate undivided interest in rights to receive certain revenues pursuant to a certain Installment Financing Contract dated as of January 1, 2013, (the “*2013 Contract*”), between CHATHAM COUNTY PUBLIC FACILITIES CORPORATION (the “*Corporation*”) and the COUNTY OF CHATHAM, NORTH CAROLINA, a North Carolina political subdivision (the “*County*”), as amended by Amendment Number One to the Installment Financing Contract dated as of August 1, 2021 (the “*First Contract Amendment*”) and Amendment Number Two to the Installment Financing Contract dated as of October 1, 2025 (the “*Second Contract Amendment*” and together with the 2013 Contract and the First Contract Amendment, the “*Contract*”) between the County and the Corporation. The interest of the Owner of this Limited Obligation Refunding Bond, Series 2025 (this “*2025 Bond*”) is secured as provided in the Indenture of Trust dated as of January 1, 2013 (the “*2013 Indenture*”), between the Corporation and Regions Bank, as trustee (the “*Trustee*”), as supplemented and amended by Supplemental Indenture, Number 1 dated as of August 1, 2021 (the “*First Supplement*”) and Supplemental Indenture, Number 2 dated as of October 1, 2025 (the “*Second Supplement*” and together with the 2013 Indenture and the First Supplement, the “*Indenture*”) between the Corporation and the Trustee, for the registered owners of the 2025 Bonds (the “*Registered Owners*”), by which the rights (with certain exceptions) of the Corporation, under the Contract, have been assigned by the Corporation to the Trustee for the benefit of the Registered Owners. Pursuant to the Contract and the Indenture, the Registered Owner hereof is entitled to receive, solely out of and to the extent available from the sources hereinafter identified, on the Maturity Date stated above (or earlier as hereinafter provided), the Principal Sum stated above, and interest with respect thereto from the Dated Date (shown above) at the interest rate per annum stated above, payable commencing on [May 1, 2026], and semiannually thereafter on November 1 and May 1 in each year until payment in full of such principal sum. Principal with respect to this 2025 Bond is payable in lawful money of the United States of America at the

designated corporate trust office of the Trustee, or that of its successor; and interest with respect to this 2025 Bond is payable to the Registered Owner hereof by check or draft of the Trustee, or its successor, to be mailed to such Registered Owner at his or her address as it last appears in the registration books kept by the Trustee. Notwithstanding the foregoing, so long as Cede & Co. is the Registered Owner of this 2025 Bond, the principal and interest with respect to this 2025 Bond shall be paid by wire transfer in immediately available funds on each principal payment date and interest payment date.

The 2025 Bonds will be delivered by means of a book-entry system with no physical distribution of 2025 Bonds made to the public. One 2025 Bond for each maturity will be executed and delivered to The Depository Trust Company, New York, New York (“DTC”) and held by the Trustee as custodian for DTC. A book-entry system will be employed, evidencing ownership of the 2025 Bonds in Authorized Denominations, with transfers of beneficial ownership effected on the records of DTC and its participants pursuant to rules and procedures established by DTC. While DTC or its nominee is the registered owner of this 2025 Bond, payments of principal and interest will be made to DTC or its nominee in accordance with existing arrangements by wire transfer in immediately available funds. The County and the Trustee will not be responsible or liable for maintaining, supervising, or reviewing the records maintained by DTC, its participants or persons acting through such participants.

If (a) DTC determines not to continue to act as securities depository for the 2025 Bonds or (b) the County determines that the continuation of the book-entry system of evidence and transfer of ownership of the 2025 Bonds would adversely affect the interests of the County or the beneficial owners of the 2025 Bonds, the County will discontinue the book-entry system with DTC. If the County fails to identify another qualified securities depository to replace DTC, the Trustee will authenticate and deliver replacement 2025 Bonds in the form of fully registered 2025 Bonds in accordance with DTC rules and procedures.

The County, the Corporation, and the Trustee do not have any responsibility or obligations with respect to (a) the accuracy of any records maintained by DTC; (b) the payment by DTC of any amount due to any beneficial owners in respect of the principal and interest with respect to the 2025 Bonds; (c) the delivery or timeliness of delivery by DTC of any notice which is required or permitted under the terms of the Contract or Indenture to be given to Owners; (d) the selection of Owners to receive payments in the event of any partial prepayment of the 2025 Bonds; or (e) any consent given or other action taken by DTC, or its nominee.

Each 2025 Bond evidences a proportionate undivided interest in the right to receive certain Revenues under the Contract. The obligation of the County to make Installment Payments and Additional Payments is a limited obligation of the County, payable solely from currently budgeted appropriations of the County; does not constitute a general obligation or other indebtedness of the County within the meaning of the Constitution of the State of North Carolina; and does not constitute a direct or indirect pledge of the faith and credit or taxing power of the County within the meaning of the Constitution of the State of North Carolina.

Each capitalized, undefined term used herein has the meaning ascribed thereto in the Contract and the Indenture.

This 2025 Bond is one of the Bonds evidencing proportionate undivided interests in rights to receive certain revenues (the “Revenues”) pursuant to the Contract and the Indenture, in an aggregate principal amount of \$[Amount] executed and delivered under the Indenture for the purpose, among others, of providing funds to refinance the Refunded Bonds. The 2025 Bonds, Bonds previously executed and delivered and Outstanding under the Indenture and any Additional Bonds that may be executed and delivered under the Indenture are and will be parity obligations.

Under the Contract, the Corporation has agreed to advance to the County the Purchase Price (as defined in the Contract), the proceeds from which will be used to finance and refinance the Projects , and the County has agreed to pay directly to the Trustee semiannual payments (the “*Installment Payments*”) in repayment of the Purchase Price, the proceeds of which are required by the Indenture to be distributed by the Trustee to the payment of the principal, premium, if any, and interest on the Bonds. In addition to the Installment Payments, the County has agreed to make certain other payments (the “*Additional Payments*”) sufficient to pay the fees and expenses of the Trustee and the Corporation and other expenses required to be paid by the County under the Contract.

The County has covenanted in the Contract to pay the Installment Payments and the Additional Payments as they become due, and executed and delivered as security for that payment obligation the Deed of Trust, Security Agreement and Fixture Filing, dated as of January 1, 2013 (the “*2013 Deed of Trust*”), as extended by Notice of Extension of Deed of Trust to Additional Property dated as of October 1, 2025 (the “*Notice of Extension*,” and together with the 2013 Deed of Trust, the “*Deed of Trust*”), both from the County to the Deed of Trust trustee named therein (the “*Deed of Trust Trustee*”) for the benefit of the Corporation with respect to the Mortgaged Property described therein. If the Contract is terminated by reason of an Event of Default (as defined in the Contract), the principal amount of this 2025 Bond and the interest with respect thereto will be payable from such moneys, if any, as may be available for such purpose, including any moneys received by the Trustee from the sale, lease, sublease or other disposition of the Mortgaged Property pursuant to the Deed of Trust. Reference is hereby made to the Contract and the Indenture for a description of the rights, duties and obligations of the County, the Corporation, the Trustee and the Owners, the terms on which the 2025 Bonds are secured, the terms and conditions on which the 2025 Bonds will be deemed to be paid at maturity, and the rights of the Owners on the occurrence of an Event of Default.

Subject to the execution and delivery of any Additional Bonds in accordance with the Indenture, if the County pays all Installment Payments due under the Contract, and otherwise complies with its obligations under the Contract, the Indenture and the Contract provide that the Trustee shall release the lien of the Indenture.

The 2025 Bonds are subject to prepayment, in whole or in part, as follows: [to revise as necessary at pricing]

(a) *Optional Prepayment.* The 2025 Bonds maturing on or before November 1, 2035, are not subject to optional call and prepayment before maturity. The 2025 Bonds maturing on and after November 1, 2036, may be prepaid before their maturities, at the option of the County, from any funds that may be available for such purpose, either in whole or in part on any date on or after November 1, 2035, at a prepayment price equal to 100% of the principal amount of 2025 Bonds to be so prepaid plus accrued interest to the prepayment date.

(b) *Selection.* If called for prepayment in part, the 2025 Bonds to be prepaid shall be prepaid in such order as the County shall select and within the same maturity as selected by DTC pursuant to its rules and procedures or, if the book-entry system with respect to the 2025 Bonds is discontinued as provided in the Second Supplement, by lot within a maturity in such manner as the Trustee in its discretion may determine.

When 2025 Bonds are to be prepaid in part, the schedule of Installment Payments set forth in the Contract shall be recalculated as necessary by the Trustee in the manner required by the Indenture.

The Trustee shall pay to the Owners of 2025 Bonds so prepaid the amounts due on their respective 2025 Bonds at the principal corporate trust office of the Trustee on presentation and surrender of the 2025 Bonds; provided, however, that, if prepaid in part, the 2025 Bonds may be prepaid only in Authorized

Denominations. Prepayments shall be accompanied by a written designation prepared by the Trustee stating the portion of the payment representing the unpaid principal amount of the 2025 Bond immediately before the payment, the portion of the payment representing interest, and the remaining portion, if any, which shall be designated and paid as a prepayment premium.

If the Owner of any 2025 Bond of a denomination greater than the amount being prepaid fails to present such 2025 Bond to the Trustee for payment and exchange as aforesaid, such 2025 Bond will, nevertheless, become due and payable on the date fixed for prepayment to the extent of the denomination being prepaid and to that extent only.

Notice of prepayment identifying the 2025 Bonds or portions thereof to be prepaid shall be given by the Trustee in writing not less than 30 days nor more than 60 days before the date fixed for prepayment by Electronic Means or by first class mail, postage prepaid (or, in the case of notice to DTC, by registered or certified mail or otherwise in accordance with DTC's then-existing rules and procedures) (1) to DTC or its nominee or to the then-existing securities depositories, or (2) if DTC or its nominee or another securities depository is no longer the Owner of the 2025 Bonds, to the then-registered Owners of the 2025 Bonds to be prepaid at their addresses appearing on the registration books maintained by the Trustee, (3) to the LGC, and (4) to the Municipal Securities Rulemaking Board (the "MSRB") via its Electronic Municipal Market Access ("EMMA") system (or any successor thereto); provided however, that the Trustee shall have no liability to any party in connection with any failure to timely file any notice with the MSRB via its EMMA system (or any successor thereto) and the sole remedy for any such failure shall be an action by the Owners in mandamus for specific performance or similar remedy to compel performance.

Notwithstanding the foregoing, (1) if notice is properly given, the failure to receive an appropriate notice shall not affect the validity of the proceedings for such prepayment, (2) the failure to give any such notice or any defect therein shall not affect the validity of the proceedings for the prepayment of the 2025 Bonds or portions thereof with respect to which notice was correctly given, and (3) the failure to give any such notice to the LGC or the MSRB, or any defect therein, shall not affect the validity of any proceedings for the prepayment of the 2025 Bonds.

Any notice mailed as provided herein shall be conclusively presumed to have been duly given, whether or not the Owner receives the notice.

In the case of an optional prepayment of the 2025 Bonds, the prepayment notice may state that (1) it is conditioned upon the deposit of money with the Trustee on the prepayment date at the time and in an amount equal to the amount necessary to effect the prepayment and such notice will be of no effect unless such money is so deposited, and (2) the County retains the right to rescind the prepayment notice on or prior to the scheduled prepayment date, and such notice and optional prepayment shall be of no effect if such money is not so deposited or if the notice is rescinded as described in the Indenture.

Anything in the Indenture to the contrary notwithstanding, if an Event of Default occurs and is continuing, there will be no prepayment of less than all of the Bonds Outstanding.

The Indenture permits amendments thereto and to the Contract and the Deed of Trust on the agreement of the Corporation and the Trustee and with the approval of the Owners of not less than a majority or, in certain instances, 100% in aggregate principal amount of the Bonds at the time Outstanding. The Indenture also contains provisions permitting the Corporation and the Trustee to enter into amendments to the Indenture and the Contract without the consent of the Owners of the Bonds for certain purposes.

Any consent or request by the Owner of this 2025 Bond shall be conclusive and binding on such Owner and on all future Owners of this 2025 Bond and of any certificate executed and delivered on the transfer of this 2025 Bond, whether or not notation of such consent or request is made on this 2025 Bond.

This 2025 Bond is executed and delivered with the intent that the laws of the State of North Carolina shall govern its legality, validity, enforceability and construction.

This 2025 Bond shall not be entitled to any right or benefit under the Indenture, or be valid or become obligatory for any purposes until this 2025 Bond shall have been authenticated by the execution by the Trustee, or its successors as Trustee, of the certificate of authentication inscribed hereon.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the CHATHAM COUNTY PUBLIC FACILITIES CORPORATION has caused this 2025 Bond to be executed with the manual or facsimile signature of its President and attested with the manual or facsimile signature of its Secretary-Treasurer, all as of the Dated Date set forth above.

**CHATHAM COUNTY PUBLIC FACILITIES
CORPORATION**

By: _____
Karen Howard
President

ATTEST:

Roy Lynch
Secretary-Treasurer

CERTIFICATE OF AUTHENTICATION

This is the Limited Obligation Refunding Bond (County of Chatham, North Carolina), Series 2025 evidencing a proportionate undivided interest in rights to receive Revenues pursuant to the within-mentioned Contract and Indenture.

REGIONS BANK,
as Trustee

By: _____
Vice President

Dated: October [9], 2025

ASSIGNMENT

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

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

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

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

Dated: _____

Signature guaranteed by:

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

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

TRANSFER FEE MAY BE REQUIRED