
Notice of Sale and Bid Form

Note:

- The Bonds are to be awarded on a True Interest Cost (TIC) basis to be calculated as described herein.
- No bid for less than all of the Bonds offered or for less than 100% of the aggregate principal amount of the Bonds will be entertained.
- In the event that fewer than three conforming bids are received for the Bonds, the County will require the winning bidder to “hold the offering price” for five business days as described herein with respect to any maturities of such Bonds that have not satisfied the 10% test (as defined herein).

County of Guilford, North Carolina
\$180,000,000
General Obligation School Bonds, Series 2024

Sealed and Electronic Bids Will Be Received Until 11:00 A.M., North Carolina Time
February 13, 2024

NOTICE OF SALE
\$180,000,000
COUNTY OF GUILFORD, NORTH CAROLINA
GENERAL OBLIGATION SCHOOL BONDS, SERIES 2024

Sealed and electronic bids (as described below) will be received until 11:00 A.M., North Carolina Time, February 13, 2024, by the undersigned at its office, 3200 Atlantic Avenue, Longleaf Building, Raleigh, North Carolina 27604, such bids to be opened in public at said time and place on said day, for the purchase of \$180,000,000 General Obligation School Bonds, Series 2024 (the “Bonds”) of the County of Guilford, North Carolina (the “County”), dated their date of delivery, and maturing (subject to the right of prior redemption as hereinafter set forth) annually, March 1, \$10,000,000 in 2027 to 2044, inclusive. There will be no auction.

Proposals may be delivered by hand, by mail or electronically. Electronic proposals must be submitted via BiDCOMP/PARITY, but no proposal shall be considered which is not actually received by the Local Government Commission (the “Commission”) at the place and on or prior to the date and time specified above for submission of bids. The Commission shall not be responsible for any failure, misdirection or error in the means of transmission selected by any firm submitting a proposal.

The County reserves the right to change, cancel or reschedule, from time to time, the date or time established for the receipt of bids and will undertake to notify registered prospective bidders via notification published on BiDCOMP/PARITY, or by other means as necessary. The County may change the scheduled delivery date for the Bonds by notice given in the same manner as that set forth for a change in the date for the receipt of bids.

To the extent any instructions or directions set forth in BiDCOMP/PARITY conflict with this Notice of Sale, the terms of this Notice of Sale shall control. For further information about BiDCOMP/PARITY, potential purchasers may contact BiDCOMP/PARITY at (212) 849-5021. Each prospective purchaser is solely responsible for making necessary arrangements to access BiDCOMP/PARITY for purposes of submitting its proposal in a timely manner and in compliance with this Notice of Sale. The terms of this Notice of Sale and the sale of the Bonds shall be governed by North Carolina law.

The Commission does not have a registration process for prospective purchasers. Prospective purchasers who intend to submit their proposal by BiDCOMP/PARITY must register and be contracted customers of Ipreo LLC’s BiDCOMP competitive bidding system before the sale. By submitting a bid for the Bonds, the prospective purchaser represents and warrants to the Commission that such proposal is submitted for and on behalf of the prospective purchaser by an officer or agent who is duly authorized to bind the prospective purchaser to a legal, valid and enforceable contract for the purchase of the Bonds. **Neither the Commission nor the County has reviewed or verified the accuracy or completeness of the information contained in BiDCOMP/PARITY and assume no responsibility for the accuracy or completeness of such information.**

The Bonds will be issued as fully registered bonds in a book-entry only system under which The Depository Trust Company (“DTC”) will act as securities depository nominee for the Bonds as fully described in the Preliminary Official Statement relating to the Bonds (the “Preliminary Official Statement”). Purchases and transfers of the Bonds may be made only in authorized denominations of \$5,000 or integral multiples thereof and in accordance with the practices and procedures of DTC. Debt service will be payable to owners of Bonds shown on the records of DTC on the record date, which shall be the 15th day (whether or not a business day) next preceding such debt service payment date.

Interest on the Bonds will be payable semiannually (computed on the basis of a 360-day year consisting of 12, 30-day months) on each March 1 and September 1, beginning September 1, 2024, and principal of the Bonds will be paid (subject to prior redemption) annually on March 1 as set forth in the foregoing maturity schedule to DTC or its nominee as registered owner of the Bonds. Debt service

will be payable to the owners of the Bonds shown on the records of the bond registrar on the record date, which shall be the 15th day (whether or not a business day) next preceding such debt service payment date.

The Bonds will be general obligations of the County, for the payment of the principal of and interest on which all the taxable real and tangible personal property within the County will be subject to the levy of an ad valorem tax, without limitation as to rate or amount.

The Bonds maturing on March 1, 2035 and thereafter will be subject to redemption prior to their stated maturities, at the option of the County, from any moneys that may be made available for such purpose, either in whole or in part on any date not earlier than March 1, 2034 at a redemption price equal to 100% of the principal amount of the Bonds to be redeemed, together with interest accrued thereon to the date fixed for redemption.

If less than all of the Bonds of any one maturity shall be called for redemption, the Bonds of such maturity to be redeemed shall be selected by lot, provided that DTC shall determine the amount of the interest of each direct participant in the Bonds to be redeemed so long as a book-entry system with DTC is continued. If less than all of the Bonds then subject to redemption shall be called for redemption, the County shall determine the maturities and the amounts thereof of the Bonds to be redeemed.

Notice of redemption shall be given by certified or registered mail to Cede & Co. as the registered owner of the Bonds. Such notice shall be mailed not more than 60 nor less than 30 days prior to the date fixed for redemption. The County will not be responsible for mailing notices of redemption to anyone other than Cede & Co.

The election to call Bonds for redemption may be revoked by the County. The notice of redemption may state that the County retains the right to rescind such notice on or prior to the scheduled redemption date.

No bid for less than all of the Bonds offered or for less than 100% of the aggregate principal amount of the Bonds will be entertained. Bidders are requested to name the interest rate or rates, in multiples of 1/8 or 1/20 of 1%, and each bidder must specify in its bid the amount and the maturities of the Bonds of each rate. Any number of interest rates may be named, provided the difference between the lowest and highest rates named in the bid shall not exceed 3% with a minimum rate of 0.5% and with a maximum rate bid of 5%. The Bonds maturing on the same date must bear interest at the same rate, and the interest rate on any Bond shall be the same throughout its life. The Bonds will be awarded to the bidder offering to purchase the Bonds at the lowest interest cost to the County, such cost to be determined in accordance with the true interest cost (TIC) method by doubling the semiannual interest rate compounded semiannually, necessary to discount the debt service payments from the payment dates to the delivery date (March 5, 2024) and to equal the price bid. In the event of more than one bid with the same lowest TIC, the Commission shall select the winning bidder by lot in such manner as the Commission and the County may determine, such determination shall be conclusive.

Bidders may provide in the bid form for all of the Bonds to be issued as serial Bonds or may designate consecutive annual principal amounts of the Bonds (beginning not earlier than the principal amount due on March 1, 2034) to be combined into not more than two term Bonds. In the event that a bidder chooses to specify one or two term Bonds, each such term bond shall be subject to mandatory sinking fund redemption commencing on March 1 of the first year which has been combined to form such term Bonds and continuing on each March 1 thereafter until the stated maturity date of such term bond. The amount to be redeemed in any year shall be equal to the principal amount for such year set forth in the amortization schedule for the Bonds set forth above. Term bonds to be redeemed in any year by mandatory sinking fund redemption shall be redeemed at a redemption price equal to 100% of the principal amount of such term bonds to be redeemed and shall be selected by lot from among the term bond being redeemed.

Bidders may contact Davenport & Company, LLC, Charlotte, North Carolina, (Mitch Brigulio at 704-644-5414 or Clay Richards at 704-390-7270).

Each bid delivered by hand or mail must be submitted on a form to be furnished with additional information by the undersigned and must be enclosed in a sealed envelope marked "Bid for School Bonds (County of Guilford)." A good faith deposit (the "Deposit") in the amount of **\$3,600,000** will be required for each bid. The Deposit may be submitted in the form of an official bank check, a cashier's check or a certified check upon an incorporated bank or trust company payable unconditionally to the order of the State Treasurer of North Carolina accompanying the bid. Alternatively, the successful bidder's Deposit may be a wire transfer upon initial notification of the award of the Bonds. Award or rejection of bids will be made on the date above stated for receipt of bids, and any checks of unsuccessful bidders will be returned immediately. If the Deposit of the successful bidder is provided by check, the check of the successful bidder will be cashed by the State Treasurer. If the Bonds are awarded to a bidder whose Deposit is by wire transfer, the successful bidder must submit its Deposit to the State Treasurer not later than 2:00 P.M. North Carolina Time on the date of the award of the Bonds, to the bank account instructed to the successful bidder by the Commission during the initial notification of the award. If the Deposit is not received by that time, the Commission will reject its award to the initial successful bidder and will contact the next lowest bidder and offer said bidder the opportunity to become the successful bidder, on the terms as outlined in said bidder's bid, so long as said bidder submits a good faith deposit wire within two hours of the time offered. The Commission will not award the Bonds to the successful bidder absent receipt of a Deposit prior to awarding the Bonds. The Deposit of the successful bidder will be invested solely for the benefit of the County, and no interest on the Deposit will accrue to the successful bidder. At Closing, the principal amount of the Deposit will be applied, without interest, as partial payment for the Bonds. In the event that the successful bidder fails to comply with the terms of its bid, the Deposit and any interest earnings will be retained as and for full liquidated damages. If the County fails to deliver the Bonds, then the Deposit and any interest earnings will be remitted to the successful bidder as and for full liquidated damages.

The winning bidder shall assist the County in establishing the issue price of the Bonds and shall execute and deliver to the County at Closing an "issue price" or similar certificate setting forth the reasonably expected initial offering price to the public or, if applicable, the sales price or prices of the Bonds, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto, with such modifications as may be appropriate or necessary, in the reasonable judgment of the winning bidder, the County and the County's Co-Bond Counsel (as defined herein). All actions to be taken by the Commission or the County to establish the issue price of the bonds may be taken on behalf of the Commission or the County by the County's municipal advisor, Davenport & Company LLC, and any notice or report to be provided to the Commission or the County may be provided to the County's municipal advisor.

The County intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining "competitive sale" for purposes of establishing the issue price of the Bonds) will apply to the initial sale of the Bonds (the "competitive sale requirements") because:

- (1) the Commission shall disseminate this Notice of Sale to potential underwriters in a manner that is reasonably designed to reach potential underwriters;
- (2) all bidders shall have an equal opportunity to bid;
- (3) the Commission expects to receive bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and

- (4) the Commission anticipates awarding the sale of the Bonds to the bidder who submits a firm offer to purchase the Bonds at the highest price (or lowest interest cost), as set forth in this Notice of Sale.

The Commission and the County will consider any bid submitted pursuant to this Notice of Sale a firm offer for the purchase of the Bonds, as specified in the bid.

In the event that the competitive sale requirements for the Bonds as specified above are not satisfied, the County shall so advise the winning bidder and the provisions set forth below shall apply. Upon such event, the County may determine to treat (i) the first price at which 10% of a maturity of the Bonds (the “10% test”) is sold to the public as the issue price of that maturity and/or (ii) the initial offering price to the public as of the sale date of any maturity of the Bonds as the issue price of that maturity (the “hold-the-offering-price rule”), in each case applied on a maturity-by-maturity basis. The winning bidder for the Bonds shall promptly advise the County upon the award of the Bonds of (i) the initial offering price to the public of each maturity of the Bonds and (ii) each maturity of the Bonds that satisfies the 10% test. Any maturities of the Bonds that do not satisfy the 10% test as of the date and time of award of the Bonds shall be subject to the hold-the-offering-price rule as described below. The winning bidder may not cancel its bid in the event that the hold-the-offering-price rule applies to any maturity of the Bonds. Bidders should prepare their bids on the assumption that some or all of the maturities of the Bonds will be subject to the hold-the-offering-price rule in order to establish the issue price of the Bonds in the event the competitive sale requirements for the Bonds are not satisfied.

By submitting a bid for the Bonds, the winning bidder shall (i) confirm that the underwriters have offered or will offer the Bonds to the public on or before the sale date at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth in the bid submitted by the winning bidder and (ii) agree, on behalf of the underwriters participating in the purchase of the Bonds, that the underwriters will neither offer nor sell unsold Bonds of any maturity to which the hold-the-offering-price rule shall apply to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of:

- (1) the close of the fifth (5th) business day after the sale date; or
- (2) the date on which the underwriters have sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The winning bidder shall advise the County promptly after the close of the fifth (5th) business day after the sale date whether the underwriters first sold at least 10% of each maturity of the Bonds subject to the hold the offering price rule to the public at prices that are no higher than the initial offering price for such maturity prior to offering or selling any Bonds of such maturity at a price higher than the initial offering price to the public.

If the competitive sale requirements are not satisfied, then until the 10% test has been satisfied as to the Bonds, the winning bidder agrees to promptly report to the County the prices at which the unsold Bonds have been sold to the public. That reporting obligation continues, whether or not the delivery date for the Bonds has occurred, until either (i) all the Bonds have been sold or (ii) the 10% test has been satisfied as to the Bonds, provided that, the winning bidder’s reporting obligation after the delivery date for the Bonds may be at reasonable periodic intervals or otherwise upon request of the County or Co-Bond Counsel.

The County acknowledges that, in making the representations set forth above, the winning bidder will rely on (i) the agreement of each underwriter to comply with the requirements for establishing the issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to

comply with the requirements for establishing the issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an underwriter or a dealer who is a member of the selling group is a party to a third-party distribution agreement that was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing the issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable, as set forth in the third-party distribution agreement and the related pricing wires. The County further acknowledges that each underwriter shall be solely liable for its failure to comply with the requirements for establishing the issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable, and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement to comply with the requirements for establishing the issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable.

By submitting a bid, each bidder confirms that:

- (i) any agreement among underwriters, any selling group agreement and each third-party distribution agreement (to which the bidder is a party) relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such third-party distribution agreement, as applicable:
 - (A) (1) to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the delivery date of the Bonds has occurred, until it is notified by the winning bidder that either the 10% test has been satisfied as to the Bonds of that maturity, provided that the reporting obligation after the delivery date of the Bonds may be at reasonable periodic intervals or other upon request of the County (provided that with respect to any maturity of the Bonds that is subject to the hold-the-offering-price rule, such reporting obligation shall only be for sale of the Bonds of that maturity that occur on or before the fifth (5th) business day after the sale date) and (2) comply with the hold-the-offering-price-rule, if applicable, if and for so long as directed by the winning bidder and as set forth in the related pricing wires;
 - (B) to promptly notify the winning bidder of any sales of the Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below); and
 - (C) to acknowledge that, unless otherwise advised by the underwriter, dealer or broker-dealer, the winning bidder shall assume that each order submitted by the underwriter, dealer or broker-dealer is a sale to the public; and
- (ii) any agreement among underwriters or selling group agreement relating to the initial sale of the bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter or dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the delivery date of the Bonds has occurred, until it is notified by the winning bidder that either the 10% test has been satisfied as to the Bonds of that maturity, provided that the reporting obligation after the delivery date of the Bonds may be at reasonable periodic intervals or otherwise upon request of the County (provided that with respect to any maturity of the Bonds that is subject to the hold-the-offering-price

rule, such reporting obligation shall only be for sale of the Bonds of that maturity that occur on or before the fifth (5th) business day after the sale date) and (B) comply with the hold-the-offering-price-rule, if applicable, if and for so long as directed by the winning bidder or the underwriter and as set forth in the related pricing wires.

Sales of any Bonds to any person that is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this Notice of Sale. Further, for purposes of this Notice of Sale:

- (1) “public” means any person other than an underwriter or a related party;
- (2) “underwriter” means (A) any person that agrees pursuant to a written contract with the County or the Commission (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public);
- (3) a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and
- (4) “sale date” means the date that the Bonds are awarded by the Commission to the winning bidder.

The CUSIP Service Bureau will be requested to assign CUSIP identification numbers to the Bonds. Assignment of CUSIP identification numbers is solely within the discretion of the CUSIP Service Bureau, and neither the failure to print such number on any bond nor any error with respect thereto shall constitute cause for failure or refusal by the successful bidder to accept delivery of or pay for the Bonds in accordance with the terms of its bid. All expenses in relation to the printing of CUSIP numbers on the Bonds and the CUSIP Service Bureau charge for the assignment of such numbers shall be paid for by the County.

The Board of Commissioners for the County has adopted a resolution undertaking, for the benefit of the beneficial owners of the Bonds, to provide the information described under the heading “CONTINUING DISCLOSURE” in the Preliminary Official Statement in the manner provided therein.

The Bonds will be delivered on or about March 5, 2024, against payment therefor in Federal Reserve funds, at DTC.

The approving opinions of Robinson, Bradshaw & Hinson, P.A., Charlotte, North Carolina and The Charleston Group, Fayetteville, North Carolina (“Co-Bond Counsel”) the proposed forms of which appears in the Official Statement relating to the Bonds, will be furnished without cost to the purchaser. There will also be furnished the usual closing papers.

The right to reject all bids and to waive minor irregularities or obvious errors is reserved.

Copies of the Preliminary Official Statement and Notice of Sale and Bid Form relating to the Bonds may be obtained from the Commission, 3200 Atlantic Avenue, Longleaf Building, Raleigh, North Carolina 27604 (919-814-4300).

The Preliminary Official Statement is deemed to be a final official statement within the meaning of Rule 15c2-12 of the Securities and Exchange Commission except for the omission of certain pricing and other information to be made available to the successful bidder by the Commission in a Final Official Statement for the Bonds (the “Final Official Statement” or “Official Statement”). By the submission of a bid for the Bonds, the successful bidder contracts for the receipt of up to one hundred (100) copies of the Official Statement which will be delivered by the Commission to the successful bidder by February 23, 2024. The Commission will also deliver to the successful bidder, on a timely basis, additional copies of the Final Official Statement in such quantities as the successful bidder may request at the expense of the successful bidder.

In order to complete the Final Official Statement, the successful bidder must furnish on behalf of the underwriters of the Bonds the following information to the Commission by facsimile transmission (919-855-5812) or overnight delivery received by the Commission within 24 hours after the receipt of bids for the Bonds:

- a. Initial offering prices (expressed as a price, or yield per maturity). The successful bidder must provide the initial public offering prices, as the Commission and the County will not include in the Official Statement an “NRO” (“not reoffered”) designation to any maturity of the Bonds.
- b. Selling compensation (aggregate total anticipated compensation to the underwriters expressed in dollars).
- c. The identity of the underwriters if the successful bidder is a part of a group or syndicate.
- d. Any other material information necessary for the Final Official Statement but not known to the County or the Commission (such as the bidder’s purchase of credit enhancement).

Concurrently with the delivery of the Bonds, the Chair of the Board of Commissioners, the County Manager and the Finance Director will deliver to the purchaser of the Bonds a certificate stating that, to the best of their knowledge, the Preliminary Official Statement did not, as of its date and as of the sale date, and the Final Official Statement does not, as of the date of delivery of the Bonds, contain an untrue statement of a material fact or omit to state a material fact required to be included therein for the purpose for which the Preliminary Official Statement or the Final Official Statement is to be used or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, provided such certificate shall not include consideration of information supplied by, or which should have been supplied by, the successful bidder for the Bonds for inclusion in the Final Official Statement.

In addition, concurrently with the delivery of the Bonds the Secretary of the Commission will deliver to the purchaser of the Bonds a certificate stating that nothing has come to her attention which would lead her to believe that the Preliminary Official Statement, as of its date and as of the date of sale, and the Final Official Statement as of the date of delivery of the Bonds, contains an untrue statement of a material fact or omits to state a material fact required to be included therein for the purpose for which the Preliminary Official Statement or the Final Official Statement is to be used or necessary to make the statements therein, in the light of the circumstances under which they were

made, not misleading, provided such certificate shall not include consideration of information supplied by, or which should have been supplied by, the successful bidder for the Bonds for inclusion in the Final Official Statement.

LOCAL GOVERNMENT COMMISSION
OF NORTH CAROLINA

Jennifer Wimmer
Deputy Secretary of the Commission

Raleigh, North Carolina

COUNTY OF GUILFORD, NORTH CAROLINA
\$180,000,000
GENERAL OBLIGATION SCHOOL BONDS, SERIES 2024

CERTIFICATE AS TO ISSUE PRICE

[NOTE: A certificate in substantially the following form will be required if the competitive bidding requirements described in the Notice of Sale are satisfied for the Bonds. If the competitive bidding requirements are not satisfied for the Bonds, a certificate evidencing compliance with the 10% test and/or the hold-the-offering-price rule (as each is described in the Notice of Sale), as applicable for each maturity, shall be required.]

The undersigned, on behalf of [NAME OF UNDERWRITER REPRESENTATIVE] [the “Representative”), on behalf of itself and [NAMES OF OTHER UNDERWRITERS] (together, the “Underwriting Group”) hereby certifies as set forth below with respect to the sale of the above-captioned obligations (the “Bonds”).

1. ***Reasonably Expected Initial Offering Price.***

- (a) As of the Sale Date, the reasonably expected initial offering prices of the Bonds to the Public by the Underwriting Group are the prices listed in Schedule A (the “Expected Offering Prices”). The Expected Offering Prices are the prices for the Maturities of the Bonds used by the Underwriting Group in formulating their bid to purchase the Bonds. Attached as Schedule B is a true and correct copy of the bid provided by the Underwriting Group to purchase the Bonds.
- (b) Neither the Representative nor any member of the Underwriting Group was given the opportunity to review other bids prior to submitting its bid.
- (c) The bid submitted by the Underwriting Group constituted a firm offer to purchase the Bonds.

2. ***Defined Terms.***

- (a) Maturity means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.
- (b) Public means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.
- (c) Sale Date means February 13, 2024.
- (d) Underwriter means (i) any person that agrees pursuant to a written contract with the County (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

(e) The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Representative's or any member of the Underwriting Group's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the County with respect to certain of the representations set forth in the Tax Certificate delivered in connection with the issuance of the Bonds and with respect to compliance with the federal income tax rules affecting the Bonds, and by Robinson Bradshaw & Hinson, P.A. and The Charleston Group in connection with rendering their opinions that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that Robinson Bradshaw & Hinson, P.A. and The Charleston Group may give to the County from time to time relating to the Bonds.

[Name of Representative]

By: _____

Name: _____

Dated: March __, 2024

SCHEDULE A
EXPECTED OFFERING PRICES

<u>Due</u> <u>March 1</u>	<u>Principal</u> <u>Amount Maturing</u>	<u>Expected</u> <u>Offering Price</u>
2027	\$10,000,000	
2028	10,000,000	
2029	10,000,000	
2030	10,000,000	
2031	10,000,000	
2032	10,000,000	
2033	10,000,000	
2034	10,000,000	
2035	10,000,000	
2036	10,000,000	
2037	10,000,000	
2038	10,000,000	
2039	10,000,000	
2040	10,000,000	
2041	10,000,000	
2042	10,000,000	
2043	10,000,000	
2044	10,000,000	

SCHEDULE B
[Attach Copy of Representative's Bid]

BID FOR BONDS

_____, 2024

Local Government Commission
 3200 Atlantic Avenue
 Longleaf Building
 Raleigh, North Carolina 27604

Ladies and Gentlemen:

Subject to the provisions and in accordance with the terms set forth in the Notice of Sale and Bid Form (the "Notice of Sale") relating to the Bonds hereinafter mentioned, which provisions and terms are hereby made a part of this bid, we make the following bid for the Bonds of the County of Guilford, North Carolina, described in the Notice of Sale, this bid being for not less than all of said Bonds:

For the \$180,000,000 General Obligation School Bonds, Series 2024, maturing on March 1, in the following years and bearing interest as follows:

<u>Year of Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Year of Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2027	\$10,000,000	_____ %	2036	\$10,000,000	_____
2028	10,000,000	_____ %	2037	10,000,000	_____
2029	10,000,000	_____ %	2038	10,000,000	_____
2030	10,000,000	_____ %	2039	10,000,000	_____
2031	10,000,000	_____ %	2040	10,000,000	_____
2032	10,000,000	_____ %	2041	10,000,000	_____
2033	10,000,000	_____ %	2042	10,000,000	_____
2034	10,000,000	_____ %	2043	10,000,000	_____
2035	10,000,000	_____ %	2044	10,000,000	_____

We will pay \$180,000,000 plus a premium of (\$ _____) for all of said bonds. We will accept delivery of the bonds at The Depository Trust Company in accordance with said Notice of Sale.

(CROSS OUT THE SERIAL BOND MATURITIES BEING BID AS TERM BONDS –FIRST YEAR MAY NOT BE EARLIER THAN MARCH 1, 2034)

Term Bonds (Optional – No More Than Two Term Bonds)

<u>First Year of Mandatory Redemption</u>	<u>Year of Maturity</u>	<u>Total Principal Amount of Term Bond</u>	<u>Interest Rate</u>
_____	_____	\$ _____	_____ %
_____	_____	\$ _____	_____ %

One of the following two paragraphs must be checked and completed as appropriate:

- () We enclose herewith a check for **\$3,600,000** payable to the State Treasurer of North Carolina, to provide the good faith deposit required by the Notice of Sale. In the event this bid is the successful bid, then said check will be cashed in accordance with the terms of the Notice of Sale. Otherwise, said good faith deposit is to be returned to the undersigned.

- () A good faith deposit of **\$3,600,000** is not enclosed, but will be delivered to the State Treasurer of North Carolina by wire transfer by 2:00 P.M. on the date hereof if the undersigned is the successful bidder for said Bonds in accordance with the terms in the Notice of Sale. Said good faith deposit is to be applied in accordance with the terms in the Notice of Sale.

The closing papers referred to in the Notice of Sale, are to include a certificate, dated as of the day of the delivery of said Bonds, stating that there is no litigation pending or, to the knowledge of the signer(s) of such certificate, threatened affecting the validity of said Bonds.

(Name of Firm)

(Authorized Officer)

(No addition or alteration, except as provided above, is to be made to this bid, which may be detached from the annexed Notice of Sale. Bidder may for information only enter his or her calculation of true interest cost to be _____%. This information is neither required nor to be construed as a part of the foregoing bid.)