A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHARLOTTE, NORTH CAROLINA APPROVING THE SAFETY COMMITTEE'S RECOMMENDATION TO IMPLEMENT A PILOT AUTOMATED RED-LIGHT RUNNING ENFORCEMENT PROGRAM

A motion was made by Mayfield and seconded by Anderson for the adoption of the following Resolution and upon being put to a vote was duly adopted:

WHEREAS, on March 25, 2026, the Mayor requested that the Safety Committee review whether the City of Charlotte should pursue the reinstatement of a red-light camera program;

WHEREAS, red-light camera programs have been shown to reduce serious injury and fatal collisions in communities where they are deployed, and such programs directly support the City's Vision Zero goals;

WHEREAS, Section 160A-300.1 of the North Carolina General Statutes authorizes the use of traffic control photographic systems for the civil enforcement of standard traffic control signs and signals at intersections;

WHEREAS, the Safety Committee discussed the red-light camera program referral at its April 6, 2026, and May 11, 2026, meetings, and on April 6, 2026, unanimously recommended establishment of a red-light camera enforcement program for a period of one year using existing statutory approvals; and

WHEREAS, the City Council received an overview of the Committee's recommendations and next steps at its June 8, 2026, Business Meeting.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Charlotte, North Carolina, in its regular session duly assembled, hereby approves the Safety Committee's recommendation to implement a pilot automated red-light running enforcement program for a period of one year.

ADOPTED THIS 22ND DAY OF JUNE, 2026.

CERTIFICATION

I, Stephanie C. Kelly, City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of an Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 22nd day of June 2026, the reference having been made in Minute Book 163, and recorded in full in Resolution Book 56 Page(s) 527.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 22nd day of June 2026.

Stephanie C. Kelly

Stephanie C. Kelly, City Clerk, CMC, NCCMC

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A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHARLOTTE, NORTH CAROLINA, FOR THE APPROVAL, EXECUTION AND DELIVERY OF CITY OF CHARLOTTE, NORTH CAROLINA STORM WATER FEE REVENUE BOND ANTICIPATION NOTE, SERIES 2026

WHEREAS, the City of Charlotte, North Carolina (the *"City"*) is authorized by The State and Local Government Revenue Bond Act, General Statutes of North Carolina, Section 159-80 *et seq*., as amended (the *"Act"*), to issue, subject to the approval of the Local Government Commission of North Carolina (the *"LGC"*), at one time or from time to time revenue bond anticipation notes of the City for the purposes specified in the Act;

WHEREAS, the City has previously issued Storm Water Fee Revenue Bonds under the terms of an Amended and Restated General Trust Indenture dated as of February 15, 2023 (the "*General Indenture*") between the City of Charlotte, North Carolina and U.S. Bank Trust Company, National Association, as trustee (the "*Trustee*");

WHEREAS, the City Council (the *"City Council"*) of the City has determined that it is in the best interest of the City to issue its Storm Water Fee Revenue Bond Anticipation Note, Series 2026 (the *"Bond Anticipation Note"*) in an aggregate principal amount not to exceed $110,000,000 to finance the costs of additions and capital improvements to, or the acquisition, renewal or replacement of capital assets of, or purchasing and installing new equipment relating to the operation and maintenance of the City's storm water facilities (collectively, the *"Projects"*);

WHEREAS, the City will issue the Bond Anticipation Note under the General Indenture and a series indenture between the City and the Trustee to provide construction period financing for the Projects;

WHEREAS, the City Council wants to (1) approve the retention of the financing team for the Bond Anticipation Note, including (A) Parker Poe Adams & Bernstein LLP, as bond counsel (*"Bond Counsel"*); (B) DEC Associates, Inc., as the financial advisor, and First Tryon Securities, LLC, as the financial consultant; (C) U.S. Bank Trust Company, National Association, as trustee and paying agent for the Bond Anticipation Note; and (D) such other professionals as the City's Chief Financial Officer determines necessary to carry out the financing contemplated in this Resolution and (2) request approval of the LGC of one or more financial institutions to be determined by the City to assist with the issuance, sale and purchase of the Bond Anticipation Note (collectively, the "*Financing Team*");

WHEREAS, the City Council wants the City's Chief Financial Officer, or his designee, to file an application with the LGC for its approval of the Bond Anticipation Note, on a form prescribed by the LGC, (1) requesting in such application that the LGC approve (a) the negotiation of the sale of the Bond Anticipation Note to the Purchaser and (b) the City's use of the Financing Team and (2) stating in such application such facts and attaching thereto such exhibits in regard to the Bond Anticipation Note and to the City and its financial condition, as required by the LGC, and taking all other action necessary to the issuance of the Bond Anticipation Note;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF CHARLOTTE, NORTH CAROLINA DOES RESOLVE AS FOLLOWS:

Section 1. The Bond Anticipation Note is to be issued by the City in an aggregate principal amount currently expected not to exceed $110,000,000 for the purpose of providing funds, together with other available funds of the City, to (1) finance the Projects and (2) pay the costs of issuing the Bond Anticipation Note.

Section 2. The filing by the City's Chief Financial Officer, or his designee, of an application with the LGC requesting its approval of the issuance of the Bond Anticipation Note is in all respects authorized and approved. The Financing Team for the Bond Anticipation Note is approved and confirmed.

Section 3. The City Council finds and determines and asks the LGC to find and determine from the City's application and supporting documentation:

(a) that the issuance of the Bond Anticipation Note is necessary or expedient;
(b) that the amount proposed of the Bond Anticipation Note is adequate and not excessive for its proposed purpose;
(c) that the Projects are feasible;
(d) that the City's debt management procedures and policies are good; and
(e) that the Bond Anticipation Note can be marketed at a reasonable interest cost to the City.

Section 4. The City Council requests that the Bond Anticipation Note be sold by the LGC at private sale without advertisement at such price as the LGC determines to be in the best interest of the City at a variable rate of interest. The plan of finance for the Bond Anticipation Note as set forth in this Resolution is subject to modification or affirmation by further action and approval of the City Council and as such is set forth in the City's application to the LGC and the LGC's approval of the Bond Anticipation Note.

Section 5. The Mayor, the City Manager, the Chief Financial Officer, the City Treasurer, the City Clerk, and the Deputy City Clerk, including anyone serving as such in an interim capacity, or their respective designees, individually or collectively, are hereby authorized, empowered and directed to do any and all other acts and to execute any and all other documents, which they, in their discretion, deem necessary and appropriate in order to consummate the transactions contemplated by this Resolution and the other documents presented to this meeting and to execute and administer such transactions; except that none of the above is authorized or empowered to do anything or execute any document which is in contravention, in any way, of (a) the specific provisions of this Resolution, (b) any agreement to which the City is bound or (c) any applicable law, statute, ordinance, rule or regulation of the United States of America or the State.

Section 6. All actions of the City and its officials, whether previously or hereafter taken in effectuating the proposed financing as described herein, are hereby ratified, authorized and approved.

Section 7. All resolutions or parts thereof of the City Council in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

Section 8. This Resolution is effective on its adoption.

CERTIFICATION

I, Stephanie C. Kelly, City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of an Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 22nd day of June 2026, the reference having been made in Minute Book 163, and recorded in full in Resolution Book 56 Page(s).529-531

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 22nd day of June 2026.

CITY OF CHARLOTTE MECKLENBURG L S 1775 NORTH CAROLINA

Stephanie C. Kelly, City Clerk, CMC, NCCMC

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHARLOTTE, NORTH CAROLINA MAKING CERTAIN STATEMENTS OF FACT CONCERNING PROPOSED BOND ISSUE

WHEREAS, the City Council is considering the issuance of bonds of the City of Charlotte, North Carolina (the "*City*") which shall be for the following purposes and in the following maximum amount:

> Not to exceed $59,000,000 of General Obligation Refunding Bonds to pay the costs of refunding all or a portion of the outstanding principal amount of the City's General Obligation Refunding Bonds, Series 2016A (the *"2016A Bonds"*).

WHEREAS, the City Council wants to make certain findings of fact to support the determinations by the Local Government Commission of the State of North Carolina (the *"Commission"*) as set forth in Section 159-52 of the General Statutes of North Carolina for the approval of the proposed bonds.

NOW, THEREFORE, BE IT RESOLVED that the City Council, meeting in open session on the 22nd day of June, 2026, has made the following factual findings in regard to this matter:

A. ***Necessity of Proposed Financing.*** The proposed bonds are necessary or expedient to produce net debt service savings for the City, will not have a final maturity date later than the 2016A Bonds to be refunded and will produce approximately level debt service savings for the City.

B. ***Amount of Bonds Proposed.*** The amount of the proposed bonds is adequate and not excessive for the proposed purpose of refunding the 2016A Bonds and paying the related costs of issuance, and for no other purpose.

C. ***Debt Management Practices and Policies.*** The City's debt management procedures and policies are good. The City has not defaulted on any debt obligations, has timely filed its most recent audited financial statements with the Commission in accordance with the Commission's requirements and is not a unit on the most recent Unit Assistance List issued by the Department of State Treasurer.

D. ***No Increase in Taxes.*** The proposed bonds will produce net debt service savings for the City and will not require an increase in taxes.

E. ***Marketing of Bonds.*** The proposed bonds can be marketed at reasonable rates of interest.

F. ***Estimated Interest***. The assumptions to be used by the finance officer in preparing the statement of estimated interest to be filed with the City Clerk pursuant to Section 159-55.1(a) of the General Statutes of North Carolina (the "*Statement of Disclosure*") are reasonable because the assumptions used will be consistent with the interest rate on actual sales of comparable general obligation bonds recently sold in North Carolina.

G. ***Financing Team.*** The City Manager and the City's Chief Financial Officer, with advice from the City Attorney, are hereby authorized and directed to (1) retain Parker Poe Adams & Bernstein LLP, as bond counsel, (2) retain Ramirez & Co., Inc. and Hilltop Securities Inc., as the underwriters for the Bonds and (3) retain DEC Associates, Inc., as financial advisor, and each underwriter, financial advisor and bond attorney has adequately provided, in similar financial transactions, services of a nature and sophistication comparable to those required for the issuance and sale of the proposed bonds in question and possesses the expertise necessary to perform the services required. The City Manager and the Chief Financial Officer are authorized to retain and approve the services of co-managing underwriters and other professionals that they deem necessary related to the issuance of the proposed bonds. The filing of an application by the Chief Financial Officer, or her designee, with the Commission for its approval of the proposed bonds is hereby ratified and confirmed.

NOW, THEREFORE, BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHARLOTTE, NORTH CAROLINA that the Chief Financial Officer, or his designee, is hereby directed to (1) file a sworn statement of debt as prescribed by law and (2) file the Statement of Disclosure with the Commission and the City Clerk, which will be maintained by the City Clerk and posted online on the City's website, as prescribed by law.

CERTIFICATION

I, Stephanie C. Kelly, City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of an Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 22nd day of June 2026, the reference having been made in Minute Book 163, and recorded in full in Resolution Book 56 Page(s) 532-533.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 22nd day of June 2026.

Stephanie C. Kelly, City Clerk, CMC, NCCMC

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHARLOTTE, NORTH CAROLINA PROVIDING FOR THE ISSUANCE OF THE CITY'S GENERAL OBLIGATION REFUNDING BONDS

WHEREAS, the Bond Order (as defined below) has been adopted, and it is desirable to make provision for the issuance of the Bonds (as defined below) authorized by the Bond Order;

WHEREAS, the City of Charlotte, North Carolina (the "*City*") desires to issue its General Obligation Refunding Bonds, Series 2026 (the "*Bonds*") in an aggregate principal amount not to exceed $59,000,000;

WHEREAS, the City requests that the Local Government Commission of North Carolina (the "*Local Government Commission*") sell the Bonds through a negotiated sale to Ramirez & Co., as managing underwriter, and Hilltop Securities Inc., as co-managing underwriter (collectively, the "*Underwriters*"), in accordance with the terms and conditions set forth in a Bond Purchase Agreement (the "*Bond Purchase Agreement*") among the City, the Local Government Commission and the Underwriters relating to the Bonds;

WHEREAS, copies of the forms of the following documents relating to the transactions described above have been filed with the City and have been made available to the City Council of the City (the "*City Council*"):

1. the Bond Purchase Agreement; and

2. a Preliminary Official Statement with respect to the Bonds (the "*Preliminary Official Statement*");

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Charlotte, North Carolina as follows:

Section 1. For purposes of this Resolution, in addition to the terms defined above, the following words have the meanings ascribed to them below:

"*Bond Order*" means the Bond Order authorizing $59,000,000 General Obligation Refunding Bonds, adopted by the City Council on June 22, 2026 and effective on its adoption.

"*Bonds*" means the City's General Obligation Refunding Bonds, Series 2026 authorized under the Bond Order.

"*Code*" means the Internal Revenue Code of 1986, as amended. Each reference to a section of the Code herein will be deemed to include the United States Treasury Regulations proposed or in effect with respect thereto.

"*Federal Securities*" means, to the extent permitted by Section 159-72 of the General Statutes of North Carolina, as amended, and any successor statute, (a) direct obligations of the United States of America for the timely payment of which the full faith and credit of the United States of America is pledged; (b) obligations, the timely payment of the principal and interest on which is fully guaranteed as full faith and credit obligations of the United States of America (including any securities described in (a) or (b) issued or held in the name of a trustee in book-entry form on the books of the Department of Treasury of the United States of America), which obligations, in either case, are held in the name of a trustee and are not subject to redemption or purchase prior to maturity at the option of anyone other than the holder; (c) any bonds or other obligations of the State of North Carolina or of any agency, instrumentality or local governmental unit of the State of North Carolina which are (i) not callable prior to maturity or (ii) as to which irrevocable instructions have been given to the trustee or escrow agent with respect to such bonds or other obligations by the obligor to give due notice of redemption and to call such bonds for redemption on the date or dates specified, and which are rated by Moody's, if the Bonds are rated by Moody's, S&P, if the Bonds are rated by S&P and Fitch Ratings, if the Bonds are rated by Fitch Ratings, within the highest rating category and which are secured as to principal, redemption premium, if any, and interest by a fund consisting only of cash or bonds or other obligations of the character described in clause (a) or (b) hereof which fund may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate; (d) direct evidences of ownership of proportionate interests in future interest and principal payments on specified obligations described in (a) held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor on the underlying obligations described in (a), and which underlying obligations are not available to satisfy any claim of the custodian or any person claiming through the custodian or to whom the custodian may be obligated; or (e) any other obligations permitted under laws of the State of North Carolina for the defeasance of local government bonds.

"*Finance Officer*" means the Chief Financial Officer of the City or such other person serving as the City's Finance Officer, as defined in Section 159-24 of the General Statutes of North Carolina, as amended, or his or her designee.

"*Fiscal Year*" means a twelve-month period commencing on the first day of July of any year and ending on the 30th day of June of the succeeding year, or such other twelve-month period which may subsequently be adopted as the Fiscal Year of the City.

"*Fitch Ratings*" means Fitch Ratings, Inc., its successors and their assigns, and, if such corporation for any reason no longer performs the functions of a securities rating agency, "*Fitch*" will be deemed to refer to any other nationally recognized securities rating agency other than Moody's and S&P designated by the City.

"*Moody's*" means Moody's Investors Service, a corporation organized and existing under the laws of the State of Delaware, its successors and their assigns and, if such corporation for any reason no longer performs the functions of a securities rating agency, "*Moody's*" will be deemed to refer to any other nationally recognized rating agency other than S&P and Fitch Ratings designated by the City.

"*Pricing Certificate*" means the certificate of the Finance Officer, or such officer of the City authorized to act on his behalf, delivered in connection with the issuance of the Bonds which establishes the final principal and maturity amounts, the payment dates, the provisions for redemption for the Bonds, the principal amount of the bonds to be refunded, and other terms of the Bonds, in each case to make the terms of the Bonds otherwise set forth in this Resolution consistent with the actual pricing of the Bonds.

"*Refunded Bonds*" means the 2016A Bond refunded with proceeds of the Bonds.

"*S&P*" means S&P Global Ratings, its successors and their assigns and, if such corporation for any reason no longer performs the functions of a securities rating agency, "*S&P*" will be deemed to refer to any other nationally recognized rating agency other than Moody's and Fitch Ratings designated by the City.

"*2016A Bonds*" means the City's General Obligation Refunding Bonds, Series 2016A.

Section 2. The City shall issue its Bonds in an aggregate principal amount not to exceed $59,000,000. The final principal amount will be set forth in the Pricing Certificate.

Section 3. The Bonds shall be dated as of their date of issuance. The Bonds shall pay interest semiannually on July 1 and January 1, beginning January 1, 2027, unless the Finance Officer establishes different dates in the Pricing Certificate. The Bonds are being issued to refund the Refunded Bonds and to pay the costs of issuing the Bonds. The principal amount of the 2016A Bonds to be refunded will be set forth in the Pricing Certificate.

Section 4. The Bonds are payable in installments on July 1 of each year such that the City achieves approximately level annual debt service savings on the Refunded Bonds, unless the Finance Officer establishes different dates in the Pricing Certificate. The maturities of the Bonds will be as set forth in the Pricing Certificate. The Bonds may be sold as term bonds and, if so, will be subject to mandatory sinking fund redemption as set forth in the Pricing Certificate.

Section 5. The Bonds are to be numbered from "R-1" consecutively and upward. All Bonds shall bear interest from their date at a rate or rates which will be hereafter determined on the sale thereof computed on the basis of a 360-day year of twelve 30-day months.

Section 6. The Bonds are to be registered as to principal and interest, and the Finance Officer is directed to maintain the registration records with respect thereto. The Bonds shall bear the original or facsimile signatures of the Mayor or City Manager and the City Clerk or the Deputy City Clerk, or their respective designees.

Section 7. The Bonds will initially be issued by means of a book-entry system with no physical distribution of bond certificates made to the public. One bond certificate for each maturity of the Bonds will be issued to The Depository Trust Company ("*DTC*"), and immobilized in its custody. A book-entry system will be employed, evidencing ownership of the Bonds in principal amounts of $5,000 or integral multiples thereof, with transfers of beneficial ownership effected on the records of DTC and its participants pursuant to rules and procedures established by DTC. Interest on the Bonds will be payable to DTC or its nominee as registered owner of the Bonds in immediately available funds. The principal of and interest on the Bonds will be payable to owners of Bonds shown on the records of DTC at the close of business on the 15th day of the month preceding an interest payment date or a bond payment date. The City 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 (1) DTC determines not to continue to act as securities depository for the Bonds or (2) the Finance Officer determines that the continuation of the book-entry system of evidence and transfer of ownership of the Bonds would adversely affect the interests of the beneficial owners of the Bonds, the City will discontinue the book-entry system with DTC. If the City fails to identify another qualified securities depository to replace DTC, the City will authenticate and deliver replacement Bonds in accordance with DTC's rules and procedures.

Section 8. Unless changed by the Finance Officer in the Pricing Certificate, the Bonds will not be subject to optional redemption prior to maturity. Any additional terms related to the redemption of the Bonds may be set forth in the Pricing Certificate.

Section 9. The Bonds, subject to any modifications made in the Pricing Certificate, and the provisions for the registration of the Bonds and for the approval of the Bonds by the Secretary of the Local Government Commission are to be in substantially the form set forth in the Appendix A hereto.

Section 10. The City 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 gross income of the recipient thereof for federal income tax purposes of the interest on the Bonds, and, if it should take or permit, or omit to take or cause to be taken, any such action, the City will take or cause to be taken all lawful actions within its power necessary to rescind or correct such actions or omissions promptly upon having knowledge thereof. The City acknowledges that the continued exclusion of interest on the Bonds from the 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 City covenants that it will 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 Bonds or other funds under its control be used, directly or indirectly, to acquire any asset or obligation, the acquisition of which would cause the Bonds to be "arbitrage bonds" for purposes of Section 148 of the Code. The Finance Officer, or his designee, is hereby authorized to execute a non-arbitrage certificate with respect to the Bonds in order to comply with Section 148 of the Code and the applicable Income Tax Regulations thereunder.

Section 11. The Finance Officer is hereby directed to create and establish a special fund on the City's books and records to be designated "*City of Charlotte, North Carolina General Obligation Bonds, Series 2026 Cost of Issuance Fund*" or such other name as the Finance Officer may determine (the "*Costs of Issuance Fund*"). From the proceeds of the Bonds, the State Treasurer will (1) cause the amounts set forth in the Pricing Certificate needed to redeem the outstanding 2016A Bonds to be refunded to be transferred to registered owners of the 2016A Bonds as provided for in the closing memorandum for the Bonds, and (2) transfer the balance of the proceeds from the sale of the Bonds to the Costs of Issuance Fund.

Proceeds on deposit in the Costs of Issuance Fund shall be used to pay the costs of issuance of the Bonds. Funds on deposit in the Costs of Issuance Fund shall be invested and reinvested by the Finance Officer as permitted by the laws of the State of North Carolina. The Finance Officer shall keep and maintain adequate records pertaining to each account and all disbursements from each account so as to satisfy the requirements of the laws of the State of North Carolina and assure that the City maintains its covenants with respect to the exclusion of the interest on the Bonds from gross income for purposes of federal income taxation. To the extent any funds remain in the Costs of Issuance Fund, the Finance Officer shall apply the remaining proceeds of the Bonds to pay interest on the Bonds on January 1, 2027.

Section 12. Actions taken by officials of the City to select paying and transfer agents, and a bond registrar, or alternate or successor agents and registrars pursuant to Section 159E-8 of the Registered Public Obligations Act, Chapter 159E of the General Statutes of North Carolina, are hereby authorized and approved.

Section 13. The Local Government Commission is hereby requested to sell the Bonds through a private sale without advertisement to the Underwriters pursuant to the terms of the Bond Purchase Agreement at such prices as the Local Government Commission determines to be in the best interest of the City, subject to the approval of the Authorized Officers, as defined below, each such approval to be evidenced by the execution and delivery of the Bond Purchase Agreement. The Bonds will be sold at interest rates that result in net present value savings on the Refunded Bonds and at a minimum purchase price of ninety-eight percent (98%) of the face value of the Bonds. The form and content of the Bond Purchase Agreement are in all respects approved and confirmed, and the Mayor, the Mayor Pro Tem, the City Manager or the Finance Officer of the City, or their respective designees (the "*Authorized Officers*"), are hereby authorized, empowered and directed, individually and collectively, to execute and deliver the Bond Purchase Agreement for and on behalf of the City, including necessary counterparts, in substantially the form and content presented to the City Council, but with such changes, modifications, additions or deletions therein as they may deem necessary, desirable or appropriate, the execution thereof to constitute conclusive evidence of the City Council's approval of any and all such changes, modifications, additions or deletions therein. From and after the execution and delivery of the Bond Purchase Agreement, the

Authorized Officers are hereby authorized, empowered and directed, individually and collectively, to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Bond Purchase Agreement as executed.

Section 14. The Authorized Officers and the City Clerk or Deputy City Clerk are hereby authorized and directed, individually and collectively, (1) to cause the Bonds to be prepared and (2) when they have been duly sold by the Local Government Commission, (a) to execute the Bonds and (b) to turn the Bonds over to the registrar and transfer agent of the City for delivery through the facilities of DTC to the Underwriters.

Section 15. The form and content of the Preliminary Official Statement, and the final Official Statement related to the Bonds which will be substantially in the form of the Preliminary Official Statement (the "*Final Official Statement*"), are in all respects authorized, approved and confirmed, and the Finance Officer is authorized, empowered and directed to deliver the Preliminary Official Statement and the Final Official Statement in substantially the form and content of the Preliminary Official Statement made available to the City Council, but with such changes, modifications, additions or deletions therein as he may deem necessary, desirable or appropriate. The City Council hereby approves the distribution of the Preliminary Official Statement and the Final Official Statement by the Underwriters in connection with the offer and sale of the Bonds.

Section 16. The Authorized Officers, the City Clerk and the Deputy City Clerk, and their respective designees, are authorized and directed, individually and collectively, to execute and deliver for and on behalf of the City any and all additional certificates, documents, opinions or other papers and perform all other acts as may be required by the documents contemplated in this Resolution or as may be deemed necessary or appropriate in order to implement and carry out the intent and purposes of this Resolution, including the on-going administration of the Bonds. All actions previously taken by any of the Authorized Officers and the City Clerk, or their designee or those officers of the City authorized to act on their behalf, related to the Bonds and the proceedings therefor are hereby ratified and approved. Any provision in this Resolution that authorizes more than one officer of the City to take certain actions shall be read to permit such officers to take the authorized actions either individually or collectively.

Section 17. The City agrees, in accordance with Rule 15c2-12 (the "*Rule*") promulgated by the Securities and Exchange Commission (the "*SEC*") and for the benefit of the Registered Owners and beneficial owners of the Bonds, to provide to the MSRB:

(1) by not later than seven months after the end of each Fiscal Year beginning with the Fiscal Year ending June 30, 2026, the audited financial statements of the City for the preceding Fiscal Year, if available, prepared in accordance with Section 159-34 of the General Statutes of North Carolina, as it may be amended from time to time, or any successor statute, or if such audited financial statements are not then available, unaudited financial statements of the City for such Fiscal Year to be replaced subsequently by audited financial statements of the City to be

delivered within 15 days after such audited financial statements become available for distribution;

(2) by not later than seven months after the end of each Fiscal Year beginning with the Fiscal Year ending June 30, 2026, the financial and statistical data as of a date not earlier than the end of the preceding Fiscal Year for the type of information included under the captions **"THE CITY--DEBT INFORMATION"** and **"--TAX INFORMATION"** (excluding information on overlapping units) in the Final Official Statement referred to in Section 15;

(3) in a timely manner not in excess of 10 business days after the occurrence of the event, notice of any of the following events with respect to the Bonds:

(a) principal and interest payment delinquencies;

(b) non-payment related defaults, if material;

(c) unscheduled draws on the debt service reserves reflecting financial difficulties;

(d) unscheduled draws on any credit enhancements reflecting financial difficulties;

(e) substitution of any credit or liquidity providers, or their failure to perform;

(f) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

(g) modification of the rights of the beneficial owners of the Bonds, if material;

(h) call of any of the Bonds other than pursuant to a sinking fund redemption, if material, and tender offers;

(i) defeasance of any of the Bonds;

(j) release, substitution or sale of any property securing repayment of the Bonds, if material;

(k) rating changes;

(l) bankruptcy, insolvency, receivership or similar event of the City;

(m) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to such actions, other than pursuant to its terms, if material;

(n) appointment of a successor or additional trustee or the change of name of a trustee, if material;

(o) incurrence of a financial obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the City, any of which affect the beneficial owners of the Bonds, if material; and

(p) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the City, any of which reflect financial difficulties.

(4) in a timely manner, notice of the failure by the City to provide the required annual financial information described in (1) and (2) above on or before the date specified.

For purposes of this Section, "*financial obligation*" means (a) a debt obligation, (b) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (c) a guarantee of either clause (a) or (b) above. The term "*financial obligation*" shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

The City agrees that its undertaking under this Section is intended to be for the benefit of the registered owners and the beneficial owners of the Bonds and is enforceable by any of the registered owners and the beneficial owners of the Bonds, including an action for specific performance of the City's obligations under this Section, but a failure to comply will not be an event of default and will not result in acceleration of the payment of the Bonds. An action must be instituted, had and maintained in the manner provided in this Section for the benefit of all of the registered owners and beneficial owners of the Bonds.

All documents provided to the MSRB as described in this Section shall be provided in an electronic format as prescribed by the MSRB and accompanied by identifying information as prescribed by the MSRB. The City may discharge its undertaking described above by providing such information in a manner the SEC subsequently authorizes in lieu of the manner described above.

The City may modify from time to time, consistent with the Rule, the information provided or the format of the presentation of such information, to the extent necessary or appropriate in the judgment of the City, but:

(1) any such modification may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law or change in the identity, nature or status of the City;

(2) the information to be provided, as modified, would have complied with the requirements of the Rule as of the date of each Official Statement, after taking into account any amendments or interpretations of the Rule as well as any changes in circumstances;

(3) any such modification does not materially impair the interest of the registered owners or the beneficial owners of the Bonds, as determined by nationally recognized bond counsel or by the approving vote of the registered owners of a majority in principal amount of the Bonds then outstanding at the time of the amendment.

Any annual financial information containing modified operating data or financial information will explain, in narrative form, the reasons for the modification and the impact of the change in the type of operating data or financial information being provided.

The provisions of this Section terminate on payment, or provision having been made for payment in a manner consistent with the Rule, in full of the principal of and interest on the Bonds.

Section 18. Those portions of this Resolution other than Section 17 may be amended or supplemented, from time to time, without the consent of the owners of the Bonds if in the opinion of nationally recognized bond counsel, such amendment or supplement would not adversely affect the interests of the owners of such Bonds and would not cause the interest on the Bonds to be included in the gross income of a recipient thereof for federal income tax purposes, including, without limitation, amendments which may be necessary to maintain the book-entry system. This Resolution may be amended or supplemented with the consent of the owners of a majority in aggregate principal amount of the Bonds then outstanding, exclusive of such Bonds, if any, owned by the City, but a modification or amendment (1) may not, without the express consent of any owner of affected Bonds, reduce the principal amount of any such Bond, reduce the interest rate payable on it, extend its maturity or the times for paying interest, change the monetary medium in which principal and interest is payable, or reduce the percentage of consent required for amendment or modification and (2) as to an amendment to Section 17, must be limited as described therein.

Any act done pursuant to a modification or amendment consented to by the owners of the Bonds is binding on all owners of such Bonds and will not be deemed an infringement of any of the provisions of this Resolution, whatever the character of the act may be, and may be done and performed as fully and freely as if expressly permitted by the terms of this Resolution, and after consent has been given, no owner of such Bond has any right or interest to object to the action, to question its propriety or to enjoin or restrain the City from taking any action pursuant to a modification or amendment.

If the City proposes an amendment or supplemental resolution to this Resolution requiring the consent of the owners of the Bonds, the City shall cause notice of the proposed amendment to be sent to each owner of such Bonds then outstanding by first-class mail, postage prepaid, to the address of such owner as it appears on the registration books, or by such other method as may be acceptable to the owners of the Bonds; but the failure to receive such notice by mailing by any owner, or any defect in the mailing thereof, will not affect the validity of any proceedings pursuant hereto. Such notice shall briefly set forth the nature of the proposed amendment and shall state that copies thereof are on file at the City for inspection by all owners of such Bonds. If, within 60 days or such longer period as shall be prescribed by the City following the giving of such notice, the owners of a majority in aggregate principal amount of such Bonds then outstanding have consented to the proposed amendment, the amendment will be effective as of the date stated in the notice.

Section 19. Nothing in this Resolution precludes (a) the payment of the Bonds from the proceeds of refunding bonds or (b) the payment of the Bonds from any legally available funds.

If the City causes to be paid, or has made provisions to pay, on maturity or on redemption before maturity, to the owners of any of the Bonds the principal of such Bonds (including interest to become due thereon) and, premium, if any, on such Bonds, through setting aside trust funds or setting apart in a reserve fund or special trust account created pursuant to this Resolution or otherwise, or through the irrevocable segregation for that purpose in some sinking fund or other fund or trust account with an escrow agent or otherwise, moneys sufficient therefor, including, but not limited to, interest earned or to be earned on Federal Securities, and then, to the extent permitted by law, such Bonds shall be considered to have been discharged and satisfied and the principal of such Bonds (including premium, if any, and interest thereon) shall no longer be deemed to be outstanding and unpaid; *provided, however*, that nothing in this Resolution requires the deposit of more than such Federal Securities as may be sufficient, taking into account both the principal amount of such Federal Securities and the interest to become due thereon, to implement any such defeasance.

If such a defeasance occurs and after the City receives an opinion of a nationally recognized verification agent that the segregated moneys or Federal Securities together with interest earnings thereon are sufficient to effect a defeasance with respect to such Bonds, the City shall execute and deliver all such instruments as may be necessary to effect such a defeasance and desirable to evidence such release, discharge and satisfaction. Provisions shall be made by the City, for the mailing of a notice to the owners of such Bonds that such moneys are so available for such payment.

Section 20. Any portion of the Bond Order remaining after the issuance of the Bonds will be deemed to be repealed and will no longer be considered authorized but unissued under the Bond Order.

Section 21. All acts and doings of any officer of the City that are in conformity with the purposes and intents of this Resolution and in the furtherance of the issuance of the Bonds and the execution, delivery and performance of the Bond Purchase Agreement are in all respects approved and confirmed.

Section 22. If any one or more of the agreements or provisions herein contained is held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or for any reason whatsoever is held invalid, then such covenants, agreements or provisions are null and void and separable from the remaining agreements and provisions and will in no way affect the validity of any of the other agreements and provisions hereof or of the Bonds authorized hereunder.

Section 23. All resolutions or parts thereof of the City Council in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

Section 24. This Bond Resolution is effective on its adoption.

CERTIFICATION

I, Stephanie C. Kelly, City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of an Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 22nd day of June 2026, the reference having been made in Minute Book 163, and recorded in full in Resolution Book 56 Page(s) 534-547.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 22nd day of June 2026.

CITY OF CHARLOTTE MECKLENBURG L S 1775 NORTH CAROLINA

Stephanie C. Kelly

Stephanie C. Kelly, City Clerk, CMC, NCCMC

APPENDIX A

No. R- $

UNITED STATES OF AMERICA
STATE OF NORTH CAROLINA
CITY OF CHARLOTTE

INTEREST RATE	MATURITY DATE	DATED DATE	CUSIP

REGISTERED OWNER: CEDE & CO.

PRINCIPAL SUM: **DOLLARS**

GENERAL OBLIGATION REFUNDING BOND, SERIES 2026

THE CITY OF CHARLOTTE, NORTH CAROLINA (the "*City*") acknowledges itself indebted and for value received hereby promises to pay to the Registered Owner named above, on the Maturity Date specified above, upon surrender hereof, the Principal Sum shown above and to pay to the Registered Owner hereof interest thereon from the date of this Bond until it shall mature at the Interest Rate per annum specified above, computed on the basis of a 360-day year of twelve 30-day months, payable on January 1, 2027 and semiannually thereafter on July 1 and January 1 of each year. Principal of and interest on this Bond are payable in immediately available funds to The Depository Trust Company ("*DTC*") or its nominee as registered owner of the Bonds and is payable to the owner of the Bonds shown on the records of DTC at the close of business on the 15th day of the month preceding an interest payment date or a bond payment date. The City is not responsible or liable for maintaining, supervising or reviewing the records maintained by DTC, its participants or persons acting through such participants.

This Bond is issued in accordance with the Registered Public Obligations Act, Chapter 159E of the General Statutes of North Carolina, and pursuant to The Local Government Bond Act, a bond resolution adopted by the City Council of the City on June 22, 2026 and a bond order adopted by the City Council of the City on June 22, 2026 and effective on the date of its adoption. The Bonds will initially be issued by means of a book-entry system as described in the Bond Resolution. The Bonds are issued to provide funds (1) to refund the City's General Obligation Bonds, Series 2016A and (2) to pay the costs of issuing the Bonds.

[The Bonds are not subject to redemption prior to maturity.]

It is hereby certified and recited that all conditions, acts and things required by the Constitution or statutes of the State of North Carolina to exist, be performed or happen precedent to or in the issuance of this Bond, exist, have been performed and have happened, and that the amount of this Bond, together with all other indebtedness of the City, is within every debt and other limit prescribed by said Constitution or statutes. The faith and credit of the City are hereby pledged to the punctual payment of the principal of and interest on this Bond in accordance with its terms.

This Bond is not valid or obligatory for any purpose until the certification hereon has been signed by an authorized representative of the Local Government Commission.

IN WITNESS WHEREOF, the City has caused this Bond to bear the original or facsimile of the signatures of the Mayor and the City Clerk and an original or facsimile of the seal of the City to be imprinted hereon and this Bond to be dated as of the Dated Date above.

(SEAL)

________________________________ ________________________________

City Clerk Mayor

Date of Execution: August __, 2026

The issue hereof has been approved under the provisions of The Local Government Bond Act.

____

DENISE H. CANADA
Secretary of the Local Government Commission

FORM OF ASSIGNMENT

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

Councilmember ___Mitchell___ introduced the following bond order by reading the title thereof:

BOND ORDER AUTHORIZING THE ISSUANCE OF NOT TO EXCEED $59,000,000 GENERAL OBLIGATION REFUNDING BONDS OF THE CITY OF CHARLOTTE, NORTH CAROLINA

WHEREAS, the City of Charlotte, North Carolina (the "*City*") has previously issued its General Obligation Refunding Bonds, Series 2016A (the *"2016A Bonds"*);

WHEREAS, the City Council of the City (the "*City Council*") deems it advisable to refund all or a portion of the outstanding principal amount of the 2016A Bonds (the *"Refunded Bonds"*);

WHEREAS, an application has been filed with the Secretary of the Local Government Commission of North Carolina requesting Commission approval of the bonds hereinafter described as required by the Local Government Bond Act, and the Secretary of the Local Government Commission has notified the City that the application has been accepted for submission to the Local Government Commission.

NOW, THEREFORE, BE IT ORDERED by the City Council of the City of Charlotte, North Carolina, as follows:

Section 1. The City Council deems it advisable to refund the Refunded Bonds.

Section 2. To raise the money required to pay the costs of refunding the Refunded Bonds as set forth above, General Obligation Refunding Bonds of the City (the *"Refunding Bonds"*) are hereby authorized and shall be issued pursuant to the Local Government Bond Act of North Carolina. The maximum aggregate principal amount of such Refunding Bonds authorized by this bond order shall be and not exceed $59,000,000.

Section 3. Taxes will be levied in an amount sufficient to pay the principal and interest of the Refunding Bonds.

Section 4. A sworn statement of the City's debt has been filed with the City Clerk and is open to public inspection.

Section 5. This bond order will take effect on its adoption.

Upon motion of Councilmember ___Graham___, the foregoing order titled: "**BOND ORDER AUTHORIZING THE ISSUANCE OF NOT TO EXCEED $59,000,000 GENERAL OBLIGATION REFUNDING BONDS OF THE CITY OF CHARLOTTE, NORTH CAROLINA"** was adopted by the City Council.

CERTIFICATION

I, Stephanie C. Kelly, City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of an Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 22nd day of June 2026, the reference having been made in Minute Book 163, and recorded in full in Resolution Book 56 Page(s) 548-549.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 22nd day of June 2026.

CITY OF CHARLOTTE MECKLENBURG L S 1775 NORTH CAROLINA

Stephanie C. Kelly

Stephanie C. Kelly, City Clerk, CMC, NCCMC

Councilmember Mayfield introduced the following bond order, a summary of which had been provided to each Councilmember, a copy of which was available with the City Clerk and which was read by title:

BOND ORDER AUTHORIZING THE ISSUANCE OF $280,000,000 GENERAL OBLIGATION TRANSPORTATION BONDS OF THE CITY OF CHARLOTTE, NORTH CAROLINA

WHEREAS, the City Council of the City of Charlotte, North Carolina (the "*City Council*") has ascertained and hereby determines that it is necessary to pay the capital costs of constructing, reconstructing, enlarging, extending and improving certain streets, including streets and roads constituting a part of the State highway system or otherwise the responsibility of the State and including the cost of related studies, streetscape and pedestrian improvements, relocation of utilities, plans and design; acquiring, constructing, reconstructing, widening, extending, paving, milling, resurfacing, grading or improving streets, roads, intersections, parking lots and pedestrian and bicycle paths; acquiring, constructing, reconstructing or improving sidewalks, curbs, gutters, storm drainage, bridges, overpasses, underpasses and grade crossings and providing related landscaping, lighting and traffic controls, signals and markers; and the acquisition of interests in land and rights-of-way required therefor; and

WHEREAS, an application has been filed with the Secretary of the Local Government Commission of North Carolina requesting Commission approval of the General Obligation Transportation Bonds hereinafter described as required by the Local Government Bond Act, and the City Clerk has notified the City Council that the application has been accepted for submission to the Local Government Commission.

NOW, THEREFORE, BE IT ORDERED by the City Council of the City of Charlotte, North Carolina, as follows:

Section 1. In order to raise the money required for the purposes described above, in addition to any funds which may be made available for such purpose from any other source, General Obligation Transportation Bonds of the City are hereby authorized and shall be issued pursuant to the Local Government Finance Act of North Carolina. The maximum aggregate principal amount of such General Obligation Transportation Bonds authorized by this order shall be $280,000,000.

Section 2. Taxes will be levied in an amount sufficient to pay the principal and interest on the General Obligation Transportation Bonds.

Section 3. A sworn statement of the City's debt has been filed with the City Clerk and is open to public inspection.

Section 4. This bond order will take effect when approved by the voters of the City at a referendum scheduled for November 3, 2026.

Councilmember Mayfield introduced the following bond order, a summary of which had been provided to each Councilmember, a copy of which was available with the City Clerk and which was read by title:

BOND ORDER AUTHORIZING THE ISSUANCE OF $125,000,000 GENERAL OBLIGATION HOUSING BONDS OF THE CITY OF CHARLOTTE, NORTH CAROLINA

WHEREAS**,** the City Council of the City of Charlotte, North Carolina (the "*City Council*") has ascertained and hereby determines that it is necessary to pay the capital costs of housing projects for the benefit of persons of low income, or moderate income, or low and moderate income, including construction of infrastructure improvements related thereto and the acquisition of land and rights-of-way required therefor; and

WHEREAS**,** an application has been filed with the Secretary of the Local Government Commission of North Carolina requesting Commission approval of the General Obligation Housing Bonds hereinafter described as required by the Local Government Bond Act, and the City Clerk has notified the City Council that the application has been accepted for submission to the Local Government Commission.

NOW, THEREFORE, BE IT ORDERED by the City Council of the City of Charlotte, North Carolina, as follows:

Section 1. In order to raise the money required for the purposes described above, in addition to any funds which may be made available for such purpose from any other source, General Obligation Housing Bonds of the City are hereby authorized and shall be issued pursuant to the Local Government Finance Act of North Carolina. The maximum aggregate principal amount of such General Obligation Housing Bonds authorized by this order shall be $125,000,000.

Section 2. Taxes will be levied in an amount sufficient to pay the principal and interest on the General Obligation Housing Bonds.

Section 3. A sworn statement of the City's debt has been filed with the City Clerk and is open to public inspection.

Section 4. This bond order will take effect when approved by the voters of the City at a referendum scheduled for November 3, 2026.

Councilmember ___Mayfield___ introduced the following bond order, a summary of which had been provided to each Councilmember, a copy of which was available with the City Clerk and which was read by title:

BOND ORDER AUTHORIZING THE ISSUANCE OF $20,000,000 GENERAL OBLIGATION NEIGHBORHOOD IMPROVEMENT BONDS OF THE CITY OF CHARLOTTE, NORTH CAROLINA

***WHEREAS*,** the City Council of the City of Charlotte, North Carolina (the "*City Council*") has ascertained and hereby determines that it is necessary to pay the capital costs of infrastructure improvements for various neighborhoods of the City, including the cost of related studies, plans and design, acquiring, constructing, reconstructing, improving, installing or providing curbs, gutters, storm drainage, sidewalks, pedestrian and bicycle paths, and relocation of utilities; paving, milling, resurfacing, grading or improving streets, roads and intersections, providing public open space, landscaping, lighting and traffic controls, signals and markers, and acquiring any necessary equipment, land, interests in land and rights-of-way therefor; and

***WHEREAS*,** an application has been filed with the Secretary of the Local Government Commission of North Carolina requesting Commission approval of the General Obligation Neighborhood Improvement Bonds hereinafter described as required by the Local Government Bond Act, and the City Clerk has notified the City Council that the application has been accepted for submission to the Local Government Commission.

NOW, THEREFORE, BE IT ORDERED by the City Council of the City of Charlotte, North Carolina, as follows:

Section 1. In order to raise the money required for the purposes described above, in addition to any funds which may be made available for such purpose from any other source, General Obligation Neighborhood Improvement Bonds of the City are hereby authorized and shall be issued pursuant to the Local Government Finance Act of North Carolina. The maximum aggregate principal amount of such General Obligation Neighborhood Improvement Bonds authorized by this order shall be $20,000,000.

Section 2. Taxes will be levied in an amount sufficient to pay the principal and interest on the General Obligation Neighborhood Improvement Bonds.

Section 3. A sworn statement of the City's debt has been filed with the City Clerk and is open to public inspection.

Section 4. This bond order will take effect when approved by the voters of the City at a referendum scheduled for November 3, 2026.

STATE OF NORTH CAROLINA)
) ss:
CITY OF CHARLOTTE)

I, STEPHANIE C. KELLY, the CITY CLERK of the City of Charlotte, North Carolina, ***DO HEREBY CERTIFY*** that the foregoing is a true and exact copy of the introduction of the bond orders entitled "**BOND ORDER AUTHORIZING THE ISSUANCE OF $280,000,000 GENERAL OBLIGATION TRANSPORTATION BONDS OF THE CITY OF CHARLOTTE, NORTH CAROLINA,"** "**BOND ORDER AUTHORIZING THE ISSUANCE OF $125,000,000 GENERAL OBLIGATION HOUSING BONDS OF THE CITY OF CHARLOTTE, NORTH CAROLINA"** and "**BOND ORDER AUTHORIZING THE ISSUANCE OF $20,000,000 GENERAL OBLIGATION NEIGHBORHOOD IMPROVEMENT BONDS OF THE CITY OF CHARLOTTE, NORTH CAROLINA"** by the City Council of the City of Charlotte, North Carolina, at a meeting held on the 22nd of June, 2026, the reference having been made in Minute Book 163, and recorded in full in Resolution Book 56, Page(s) 552-553.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this the 22nd day of June, 2026.

Stephanie C. Kelly

STEPHANIE C. KELLY
City Clerk
City of Charlotte, North Carolina

CITY OF CHARLOTTE
MECKLENBURG
L S
1775
NORTH CAROLINA

(SEAL)

RESOLUTION OF THE CITY OF CHARLOTTE, NORTH CAROLINA REGARDING BOND ORDERS AUTHORIZING THE ISSUANCE OF $280,000,000 GENERAL OBLIGATION TRANSPORTATION BONDS, $125,000,000 GENERAL OBLIGATION HOUSING BONDS AND $20,000,000 GENERAL OBLIGATION NEIGHBORHOOD IMPROVEMENT BONDS, SETTING PUBLIC HEARINGS THEREON AND DIRECTING PUBLICATION OF NOTICE OF SAID PUBLIC HEARINGS

WHEREAS, bond orders entitled:

> "BOND ORDER AUTHORIZING THE ISSUANCE OF $280,000,000 GENERAL OBLIGATION TRANSPORTATION BONDS OF THE CITY OF CHARLOTTE, NORTH CAROLINA;"
>
> "BOND ORDER AUTHORIZING THE ISSUANCE OF $125,000,000 GENERAL OBLIGATION HOUSING BONDS OF THE CITY OF CHARLOTTE, NORTH CAROLINA;" and
>
> "BOND ORDER AUTHORIZING THE ISSUANCE OF $20,000,000 GENERAL OBLIGATION NEIGHBORHOOD IMPROVEMENT BONDS OF THE CITY OF CHARLOTTE, NORTH CAROLINA;"

have been introduced at a meeting of the City Council (the "*City Council*") of the City of Charlotte, North Carolina (the "*City*") this 22nd of June, 2026; and

WHEREAS, the City Council desires to provide for the holding of public hearings thereon on August 10, 2026 and the submission of a statement of debt and a statement of disclosures in connection therewith as required by The Local Government Bond Act.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHARLOTTE, NORTH CAROLINA that the public hearings on said bond orders shall be held on the 10th day of August, 2026 at or about 6:30 p.m., or as soon thereafter as practicable, at the Charlotte-Mecklenburg Government Center, 600 East Fourth Street, Charlotte, North Carolina, 28202.

BE IT FURTHER RESOLVED that the City Clerk is hereby directed to cause a copy of said bond orders to be published with a notice of such hearings in the form prescribed by law in a newspaper of general circulation in the City at least six days before the public hearing.

BE IT FURTHER RESOLVED that before the public hearing, the City's Chief Financial Officer is hereby directed to (1) file a sworn statement of debt with the Local Government Commission and the City Clerk in accordance with Section 159-55 of the General Statutes of North Carolina and (2) file with the City Clerk and the Local Government Commission of North Carolina and post online a statement of disclosure in accordance with Section 159-55.1(a) of the General Statutes of North Carolina.

BE IT FURTHER RESOLVED that this Resolution shall become effective on the date of its adoption.

PASSED, ADOPTED AND APPROVED this 22nd day of June, 2026.

STATE OF NORTH CAROLINA)
) ss:
CITY OF CHARLOTTE)

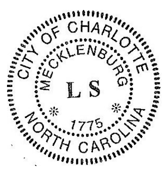
I, STEPHANIE C. KELLY, the CITY CLERK of the City of Charlotte, North Carolina, ***DO HEREBY CERTIFY*** that the foregoing is a true and exact copy of a resolution entitled "**RESOLUTION OF THE CITY OF CHARLOTTE, NORTH CAROLINA REGARDING BOND ORDERS AUTHORIZING THE ISSUANCE OF $280,000,000 GENERAL OBLIGATION TRANSPORTATION BONDS, $125,000,000 GENERAL OBLIGATION HOUSING BONDS AND $20,000,000 GENERAL OBLIGATION NEIGHBORHOOD IMPROVEMENT BONDS, SETTING PUBLIC HEARINGS THEREON AND DIRECTING PUBLICATION OF NOTICE OF SAID PUBLIC HEARINGS**" adopted by the City Council of the City of Charlotte, North Carolina, at a meeting held on the 22nd day of June, 2026, the reference having been made in Minute Book 163, and recorded in full in Resolution Book 56, Page(s) 554-556.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this the 22nd day of June, 2026.

Stephanie C. Kelly

STEPHANIE C. KELLY
City Clerk
City of Charlotte, North Carolina

(SEAL)



RESOLUTION PASSED BY THE CITY COUNCIL OF THE CITY OF CHARLOTTE, NORTH CAROLINA ON JUNE 22, 2026

A motion was made by Mayfield and seconded by Driggs for the adoption of the following Resolution, and upon being put to a vote was duly adopted:

WHEREAS, North Carolina General Statutes § 160A-461 authorizes units of local government to enter into agreements with each other in order to execute an undertaking by one unit of local government on behalf of another unit of local government; and

WHEREAS, The Town of Mint Hill wants public sewer service for the bathroom facilities at its Veterans Memorial Park and is willing to donate the necessary easements; and

WHEREAS, Charlotte Water, a department of the City of Charlotte, is building the Ashe Plantation Lift Station and an elevated water storage tank in the Town of Mint Hill and will be paying all construction costs associated with these projects; and

WHEREAS, The City of Charlotte and the Town of Mint Hill wish to enter into an agreement for completion of the above projects and tasks.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHARLOTTE:

That the Interlocal Agreement between Town of Mint Hill and the City of Charlotte is hereby formally approved and ratified and the Director of Charlotte Water or designee is authorized to execute the same.

Adopted this the 22nd day of June, 2026 in Charlotte, North Carolina.

CERTIFICATION

I, Stephanie C. Kelly, City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of an Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 22nd day of June 2026, the reference having been made in Minute Book 163, and recorded in full in Resolution Book 56 Page(s) 557.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 22nd day of June 2026.

CITY OF CHARLOTTE MECKLENBURG L S 1775 NORTH CAROLINA

Stephanie C. Kelly

Stephanie C. Kelly, City Clerk, CMC, NCCMC

RESOLUTION AUTHORIZING THE FIRST AMENDMENT TO AMENDED AND RESTATED LEASE OF CITY PROPERTY TO PANTHERS STADIUM, LLC

WHEREAS, the City of Charlotte ("City") owns approximately 34.43 acres of property, identified as Tax Parcel ID# 073-281-01A and 073-281-02, located in Council District 2, and commonly known as the Bank of America Stadium, including but not limited to the Practice Field (the "Stadium Property");

WHEREAS, on June 24, 2024, the City of Charlotte City Council authorized the City Manager, or his designee, to negotiate and execute agreements between the City of Charlotte ("City") and the Panthers Stadium, LLC ("Panthers Stadium"), a North Carolina limited liability company, and its affiliates, for the Stadium Improvements Project;

WHEREAS, the City and the Panthers Stadium entered into an Amended and Restated Lease ("Amended Lease"), dated December 17, 2025, for the improvements, renovations and upgrades of the Stadium Property and its structures, and to extend and preserve the economic life of and support the continued use of the facilities for hosting the NFL Team and MLS Team and other sports, entertainment and civic events;

WHEREAS, as contemplated by the Amended Lease, a portion of the Stadium Property will be utilized for a Performance Venue Land, which is adjacent to the stadium structure as referenced in the Amended Lease, Section 4.7, and shown on Exhibit E;

WHEREAS, the City acquired from the North Carolina Department of Transportation by Deed of record in the Mecklenburg County Register of Deeds Office in Deed Book 40331, Page 341, approximately 0.244 acres of real property referred to as the Triangle Parcel located along S. Graham Street. The Triangle Parcel is referenced in the Amended Lease in Section 2.5(g), and shown on Exhibit E-1;

WHEREAS, the City and Panthers Stadium desire to enter into a First Amendment to the Amended and Restated Lease to modify the collective Property as described in the Amended Lease, Exhibit A, to specifically include the Triangle Parcel in the adjacent Performance Venue Land, thereby subjecting the Triangle Parcel to all rights, warranties, and protections of the Amended and Restated Lease; and

WHEREAS, the City has the authority to amend leases of City owned property for such terms and upon such conditions as the City Council may determine pursuant to the City Charter §8.131, the City is convened at a regular meeting and ten days' public notice was provided in accordance North Carolina Gen. Stat. §160A-272(b1).

NOW THEREFORE, BE IT RESOLVED by the City Council for the City of Charlotte that:

The City Council hereby approves the First Amendment to Amended and Restated Lease with Panthers Stadium, LLC, to specifically include the Triangle Parcel in the adjacent Performance Venue Land, thereby subjecting the Triangle Parcel to all rights, warranties, and protections of the Amended and Restated Lease, and authorizes the City Manager, or his designee, to execute all instruments necessary to amend said Amended Lease.

THIS THE 22nd DAY OF JUNE 2026.

CERTIFICATION

I, Stephanie C. Kelly, City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of an Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 22nd day of June 2026, the reference having been made in Minute Book 163, and recorded in full in Resolution Book 56 Page(s) 558-559.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 22nd day of June 2026.

CITY OF CHARLOTTE MECKLENBURG L S 1775 NORTH CAROLINA

Stephanie C. Kelly, City Clerk, CMC, NCCMC

A RESOLUTION AUTHORIZING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF CHARLOTTE AND THE METROPOLITAN PUBLIC TRANSPORTATION AUTHORITY TO IMPLEMENT AND FULFILL THE CITY'S OBLIGATIONS UNDER THE PROJECTS FOR ADVANCING VEHICLE-INFRASTRUCTURE ENHANCEMENTS (PAVE) ACT

WHEREAS, the General Assembly of ~~North Caro~~lina added a new Article 34 to Chapter 160A of the General Statutes pursuant to the Projects for Advancing Vehicle-Infrastructure Enhancements Act (Session Law 2025-39) (the "PAVE Act"); and

WHEREAS, the PAVE Act authorized Mecklenburg County to obtain an additional source of revenue to expand and improve roadway systems and public transportation for the Mecklenburg County region through a one-percent local sales and use tax subject to voter approval; and

WHEREAS, on November 4, 2025, Mecklenburg County voters approved the one-percent local sales and use tax referendum, and on December 2, 2025, the Mecklenburg County Board of Commissioners adopted a resolution levying the tax effective July 1, 2026; and

WHEREAS, the PAVE Act established the Metropolitan Public Transportation Authority ("MPTA") and outlines the requirements for the transfer of transit operations from the City of Charlotte to the MPTA effective July 1, 2026; and

WHEREAS, the City of Charlotte and the MPTA have negotiated a Primary Interlocal Agreement to establish the framework for the initial implementation of the PAVE Act, including governance, operational responsibilities, transition planning, asset transfer, debt repayment, and related matters; and

WHEREAS, the Primary Interlocal Agreement establishes three phases of transition, including:

(a) Phase One, beginning July 1, 2026, and anticipated to end December 31, 2026, during which the City will continue operating the Charlotte Area Transit System under the governance and policy oversight of the MPTA while the MPTA develops the systems, approvals, and staffing necessary to assume transit operations;

(b) Phase Two, anticipated to begin January 1, 2027, and anticipated to end on June 30, 2027, during which the City may continue to provide certain shared services to support a smooth transition and the operation of the MPTA; and

(c) Phase Three, anticipated to begin July 1, 2027, and anticipated to end once (i) all CATS Debt has been repaid, (ii) all grant requirements have been satisfied, and (iii) all assets have been transferred to the MPTA. During this phase, the City and the MPTA will operate independently except as necessary to address outstanding debt obligations, grant requirements, and the transfer of encumbered assets; and

WHEREAS, the MPTA Board of Trustees adopted and ratified by unanimous vote the Primary Interlocal Agreement on June 10, 2026, with an effective date of July 1, 2026; and

WHEREAS, the City and the MPTA are authorized pursuant to Article 20 of Chapter 160A of the North Carolina General Statutes to enter into interlocal agreements for the joint cooperation and exercise of powers and the performance of governmental functions, including to perform jointly any function that they have the power to perform alone, or to contract with one another to perform any governmental function that they have the power to perform alone, and to enter into agreements to specify the details of these joint undertakings, including the transfer to and expenditure of funds collected by any participating unit of government to another consistent with the parties' agreement; and

WHEREAS, North Carolina General Statute § 160A-461 requires that interlocal agreements be ratified by resolution of the governing board of each participating unit of local government.

NOW, THEREFORE, BE IT RESOLVED that the Charlotte City Council hereby:

1. Approves and ratifies the Primary Interlocal Agreement, effective July 1, 2026, between the City of Charlotte and the Metropolitan Public Transportation Authority for their joint undertaking and implementation of requirements to fulfill obligations under the PAVE Act; and

2. Authorizes the City Manager, or their designee, to negotiate and execute all documents, contracts, certifications, and other instruments, including for the transfer and expenditure of funds necessary to implement and fulfill the City's obligations under the PAVE Act and the Primary Interlocal Agreement, in substantially the form presented to City Council with technical corrections and minor modifications as they may deem necessary consistent with the spirit and intent of the transactions; and

3. Authorizes the City Manager, or their designee, to take all actions contemplated by the Primary Interlocal Agreement, including such amendments as are permitted by law and the terms of the parties' agreements; and

4. Directs that the City Clerk reflect the adoption of this resolution in the official minutes of the City Council.

ADOPTED this 22 day of June, 2026.

CERTIFICATION

I, Stephanie C. Kelly, City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of an Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 22nd day of June 2026, the reference having been made in Minute Book 163, and recorded in full in Resolution Book 56 Page(s) 560-592.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 22nd day of June 2026.

CITY OF CHARLOTTE MECKLENBURG L S 1775 NORTH CAROLINA

Stephanie C. Kelly

Stephanie C. Kelly, City Clerk, CMC, NCCMC

INTERLOCAL AGREEMENT FOR PAVE ACT IMPLEMENTATION

BY AND BETWEEN

THE CITY OF CHARLOTTE, NORTH CAROLINA

AND

THE METROPOLITAN PUBLIC TRANSPORTATION AUTHORITY OF MECKLENBURG COUNTY

INTERLOCAL AGREEMENT FOR IMPLEMENTATION OF THE PAVE ACT

This INTERLOCAL AGREEMENT FOR IMPLEMENTATION OF THE PAVE ACT (this "Agreement") is effective the 1st day of July, 2026 (the "Effective Date"), by the City of Charlotte (the "City"), a municipal corporation organized and existing under the laws of North Carolina, and the Metropolitan Public Transportation Authority (the "MPTA"), a public transportation authority duly created and existing pursuant to AN ACT TO ENACT THE PROJECTS FOR ADVANCING VEHICLE-INFRASTRUCTURE ENHANCEMENTS (PAVE) ACT, Session Law 2025-39 (the "PAVE Act") (individually, a "Party," and collectively, the "Parties").

WITNESSETH:

WHEREAS, the Parties share a commitment to ensuring a smooth, orderly transition of the public transportation system from Charlotte Area Transit System ("CATS"), as a department of the City, to the MPTA as an independent authority charged by the General Assembly to "finance, provide, operate, and maintain for a safe, clean, reliable, adequate, convenient, energy efficient, economically, and environmentally sound public transportation system"; and

WHEREAS, the Parties agree that a phased, collaborative transition is essential to supporting and retaining employees, maintaining uninterrupted transit service, protecting the interests of riders, encouraging ridership growth, and expanding access, promoting economic mobility, and fostering a sustainable future for all; and

WHEREAS, pursuant to the PAVE Act provisions that contemplate agreements between the MPTA and the City to effectuate the PAVE Act, the Parties enter into this Agreement to exercise the shared discretion afforded to them by the General Assembly in the PAVE Act and determine the manner, timing, and terms of such implementation through interlocal cooperation; and

WHEREAS, in accordance with Section 4.9 of the PAVE Act, the MPTA may enter into an interlocal agreement with the City to use net proceeds of a tax levied under Part IV of the PAVE Act for the purposes set forth therein as directed by the MPTA herein; and

WHEREAS, in accordance with Section 6.4(3) of the PAVE Act, this Agreement sets forth components of a human resources plan, including a time line to implement a transfer of CATS Personnel from the City to the MPTA; and

WHEREAS, in accordance with Section 6.4(7) of the PAVE Act, this Agreement sets forth the plan, including a time line, created by the MPTA for (i) the acquisition of the assets of CATS from the City and (ii) the use and control of those assets until transfer, as required under the PAVE Act; and

WHEREAS, pursuant to Section 6.5(1) of the PAVE Act, the MPTA will begin receiving all Sales Tax Revenue and U-Drive-It Revenue on July 1, 2026; and

WHEREAS, Section 6.5(2) of the PAVE Act requires the City to transfer control of operational assets of CATS to the MPTA subject to use agreements between the City and the MPTA; and

WHEREAS, pursuant to and in accordance with Section 6.5(3) of the PAVE Act, the City shall retain ownership of any Assets that are pledged as security for any outstanding CATS Debt; and

WHEREAS, pursuant to and in accordance with Section 6.5(4) of the PAVE Act, the City shall begin transferring ownership of certain assets of CATS to the MPTA as provided herein; and

WHEREAS, as a result, the parties agree that the Transfer of Assets and Operations will proceed over three phases, herein described as Phase One, Phase Two, and Phase Three; and

WHEREAS, Phase One will start on the Effective Date, and Phase Three will end when all CATS Debt and Grant requirements have been satisfied and all Assets have transferred from the City to the MPTA (the period from the Effective Date to the end of Phase Three being the "Term" of this Agreement); and

WHEREAS, the CATS Chief Financial Officer submitted a proposed Transit Program Budget to the Metropolitan Transit Commission (the "MTC") for Fiscal Year 2027 (the "FY 2027 Transit Program Budget") on March 25, 2026; and

WHEREAS, the MTC approved the FY 2027 Transit Program Budget on April 22, 2026, the City Council adopted the FY 2027 Transit Program Budget on June 8, 2026, and the MPTA approved, adopted and ratified the FY 2027 Transit Program Budget on June 10, 2026; and

WHEREAS, the FY 2027 Transit Program Budget consists of the following:

1. A Transit Debt Service Fund delineating income and expenditures associated with the City's Debt service payments for CATS related Debts and any other expenses related to the CATS Debt and maintenance of the CATS Debt; and pass-through funds from the Transit Sales Tax Revenues to other funds.

2. A Transit Revenue Reserve Fund delineating funds intended to act as a hedge against income fluctuations ensuring financial stability for optimal debt financing.

3. A Transit Operating Fund delineating operating income, reserves and operating expenditures for the provision of transit services (including, with respect to the MPTA, start-up, transition and overhead expenses).

4. A Transit Capital Fund delineating income and expenditures for the five-year transit Community Investment Plan (capital investment program), which details the estimated cost, project description, and anticipated funding source for each capital project.

WHEREAS, the Parties hereto have the power pursuant to Article 20 of Chapter 160A of the General Statutes to perform jointly any function that they have the power to perform alone, or to contract with one another for the performance of any governmental function that they have the power to perform alone, and to enter into contracts and agreements to specify the details of these joint undertakings.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and promises to pay contained herein, it is agreed by the Parties as follows:

ARTICLE I
TERMS BY PHASE OF TRANSFER

Section 1.01 Phase One. Phase One begin will begin on July 1, 2026, and end when Phase Two begins. The City and the MPTA agree that, during Phase One:

(a) Assets; Insurance.

(i) The City will continue to own the Assets. The City will be responsible for obtaining and maintaining insurance for the Assets in accordance with the City's Risk Management Office policies and requirements and the Interlocal Agreement for Continuation of Risk Management Services between the City and the MPTA (the "Risk Management Agreement").

(ii) The Parties shall cooperate to create (in accordance with **Section 2.12**), no later than July 31, 2026 (or such later date as may be agreed by the Parties), a schedule of all Assets existing as of the Effective Date, identifying those Assets that are Encumbered and specifying in reasonable detail the circumstances giving rise to such Encumbrance and the anticipated date on which such circumstances will cease to exist.

(iii) The City shall not, without the approval of the MPTA, cause, permit or suffer to exist any Encumbrance with respect to any Asset other than Encumbrances in effect as of the Effective Date.

(b) Interlocal Cooperation for Operations. The MPTA and City agree to operation of the public transportation system as an undertaking pursuant to Chapter 160A, Article 20, and that the City shall be responsible for continued Operations of the public transportation system through CATS during Phase One as more fully set forth in this **Section 1.01**.

(c) Governance and Policy; Contracting.

(i) The MPTA will provide budget approval, approval of the FTA's required agency safety plan, and long-term governance oversight.

(ii) During Phase One, as between the MPTA and the City, the MPTA authorizes and directs the City to enter into and administer Contracts subject to the following:

(A) On or before July 15, 2026, the City shall provide to the MPTA Executive Committee for review a list of all Material Contract Actions. As soon as reasonably possible thereafter, the MPTA will identify to the City which Material Contract Actions, if any, require MPTA review and approval prior to City approval. The City shall enter into any Contract contemplated by a Material Contract Action only if either (x) the MPTA Executive Committee did not request review of such Material Contract Action or (y) the MPTA Executive Committee requested review and the MPTA approved such Material Contract Action. The MPTA shall ensure that its process for review and approval shall occur upon a timeline that, to the extent approval is given, such process does not materially interrupt or delay Operations. MPTA approval shall generally be in a form consistent with City Council approval. The City shall not (including prior to the delivery of the schedule of Material Contract Actions in accordance with this **Section 1.01(c)(ii)(A)** and the receipt of the response from the MPTA in respect thereof) enter into any Contracts that require City Council approval other than pursuant to Material Contract Actions approved in accordance with this **Section 1.01(c)(ii)(A)**.

(B) The MPTA shall retain sole authority for contracts related to Transition-Related Activities.

(C) With respect to invitations for bids, requests for proposals, requests for qualifications and similar solicitations for contracts, the City shall direct CATS Personnel to keep the MPTA Transition Team reasonably informed.

(iii) Each Party may delegate authority set forth in this **Section 1.01(c)** to its committees, employees, contractors and agents.

(d) Existing Contracts. The Parties shall cooperate to create (in accordance with **Section 2.12**), no later than September 1, 2026 (or such later date as may be agreed by the Parties), a schedule of all Contracts in effect as of the Effective Date (other than Grants, which are addressed in **Section 1.01(l)**), identifying for each such Contract: (i) each person party thereto; (ii) whether the consent of any person is required in connection with an assignment thereof by the City to the MPTA and, if so, the terms of such consent (e.g., the form of, or deadline for obtaining, such consent); and (iii) whether notice is required to be delivered to any person in connection with an assignment thereof by the City to the MPTA and, if so, the terms of such notice (e.g., the form of, or deadline for providing, such notice).

(e) Sales Tax Revenue.

(i) The MPTA shall make payments to the City for Debt Service Payments as required by **Section 2.02(a)(ii)** and, to the extent that the Transit Revenue Reserve Fund balance is less than thirty million dollars ($30,000,000), the MPTA shall make payments to the City as required by **Section 2.02(b)**.

(ii) During each month in Phase One, the MPTA shall transfer to the City an amount of Sales Tax Revenue that equals or exceeds the lesser of (x) the aggregate amount of Sales Tax Revenue received by the MPTA during such month and (y) the portion of Sales Tax Revenue that is necessary to ensure that the Aggregate CATS Fund Balance equals or exceeds the Threshold Amount at all times during such month. The Parties shall coordinate logistics of each such transfer to ensure that the City is holding sufficient funds to operate CATS without causing the Aggregate CATS Fund Balance to be less than the Threshold Amount at any time and to minimize administrative burden. For clarity, upon the City's request, the MPTA shall transfer Sales Tax Revenue if such transfer is required for the City to comply with the Local Government Budget and Fiscal Control Act with respect to a CATS Liability.

(iii) From time to time during Phase One, if the Aggregate CATS Fund Balance exceeds the amount required to be held by the City in **Section 1.01(e)(ii)(y)** without requiring a transfer pursuant to that Section, the City shall transfer to the MPTA, upon the request of the MPTA, all or any portion of such excess (as requested by the MPTA).

(f) Operating Revenues. The MPTA authorizes and the directs the City to collect all other Operating revenues for use consistent with the approved FY 2027 Transit Program Budget. Such funds shall be held in the Transit Debt Service Fund, Transit Revenue Reserve Fund, Transit Operating Fund, or Transit Capital Fund, in each case consistent with the approved FY 2027 Transit Program Budget, the balance of which will be transferred to the MPTA as and when set forth herein.

(g) Fund Balances. No later than thirty (30) days after the receipt by the City of its independent audit report for Fiscal Year 2026, in accordance with Local Government Commission deadlines (or such later date as may be agreed by the Parties), the City shall deliver to the MPTA a certification of the balances as of June 30, 2026, of each of the Transit Debt Service Fund, Transit Revenue Reserve Fund, Transit Operating Fund, Transit Capital Fund, any other fund or account established as part of the transit system enterprise fund and all other monies held by the City related to Sales Tax Revenue, Grants or other sources related to transit operations.

(h) Liabilities.

(i) CATS Liabilities. All CATS Liabilities, already existing or arising during Phase One, will be paid from the Transit Debt Service Fund, Transit Revenue Reserve Fund, Transit Operating Fund, or Transit Capital Fund, in each case consistent with the approved FY 2027 Transit Program Budget. For the avoidance of doubt, the City may not (without prior approval of the MPTA) incur any CATS Liabilities that are binding on CATS or the MPTA after Phase One except to the extent set forth in FY 2027 Transit Program Budget.

(ii) Schedule of Material CATS Liabilities. The Parties shall cooperate to create (in accordance with **Section 2.12**), no later than July 31, 2026 (or such later date as may be agreed by the Parties), a schedule of all Material CATS Liabilities known and existing as of the Effective Date, identifying for each such liability (1) whether such liability is contingent, (2) the person to whom it is owed (or, in the case of a contingent liability, may be owed), (3) the amount of such liability (or, in the case of a contingent liability, the reasonably expected amount), (4) a brief description of the circumstances giving rise to such liability and (5) the date on which such liability will become (or shall have become, or in the case of a contingent liability, may become) due and payable. Such schedule shall also include the aggregate amount of all known CATS Liabilities, other than Material CATS Liabilities, reasonably able to be calculated as in existence as of the Effective Date.

(iii) Commingled Liabilities. The Parties will coordinate with respect to any Commingled Liability, including identification of such Commingled Liability and negotiation and execution of a plan or other agreement with respect thereto (which shall include the allocation of such Commingled Liability as between the MPTA, on the one hand, and the City or any department thereof (other than CATS), on the other hand).

(i) Periodic Reporting. The City shall deliver to the MPTA, no later than thirty (30) days after the end of each month during Phase One, an accounting (in form and detail reasonably satisfactory to the City and the MPTA) of all month-end balances and all revenues received, and all expenses incurred, by the City in respect of CATS (including in accordance with **Section 1.01(e)**, **1.01(f)** or **1.01(g)**). The City shall provide to the MPTA any supporting documentation reasonably requested by the MPTA with respect to any such balances, revenues or expenses. The Parties agree any such information provided to the MPTA, specifically and most importantly estimated month-end balances, (1) represents the best knowledge of the City as of the date of such reporting, but the Parties acknowledge and agree that there shall be no liability to the City for any inadvertent inaccuracy included in, or omission from, any such information; and (2) is not a final and audited balance and instead is an estimate intended for MPTA informational purposes only, and shall not be provided to any third-party with a representation that such balance is a certified or audited month-end balance. The Parties acknowledge that there could be a material difference between an estimate given and a final, year-end audit.

(j) Established Transfer Coordination. Unless the MPTA shall have otherwise notified the City, the MPTA Transition Team shall serve as project manager for the MPTA and shall be the City's point of contact on behalf of the MPTA for implementation of this Agreement and other requirements under the PAVE Act. The MPTA Transition Team and City Manager, or their designees, shall establish a regular meeting schedule to confer and coordinate implementation of this Agreement.

(k) Commingled Property. The MPTA and City will coordinate with respect to any Commingled Property, including identification of such Commingled Property and negotiation and execution of a transfer, assignment, relocation agreement, lease, license, encroachment agreement, or other agreement with respect thereto. Any Transfer of ownership of any Asset pursuant to any such agreement shall be effective as of the first day of Phase Two or such later time as determined by the Parties.

(l) Grants. The Parties shall cooperate to create (in accordance with **Section 2.12**), no later than September 1, 2026 (or such later date as may be agreed by the Parties), a schedule of all Grant agreements concerning any Assets, identifying for each such Grant: (i) the person providing such grant; (ii) the amount and term of such Grant; and (iii) any restrictions on Transfers or use of any Asset imposed by such Grant.

(m) CATS Personnel.

(i) The City will not hire any new CATS Personnel (and will not redesignate, reclassify or otherwise recharacterize employees of other City departments as

CATS Personnel) after the Effective Date unless (x) such hiring, redesignation, reclassification or recharacterization (and the terms thereof and the process giving rise thereto) is consistent with past practice, all applicable policies of the City and CATS and the approved FY 2027 Transit Program Budget and (y) to the extent the approval of City Council is required with respect to such hiring, redesignation, reclassification or recharacterization (or any term thereof or the process giving rise thereto), the approval of the MPTA shall have been obtained.

(ii) The City and the MPTA acknowledge and agree that CATS shall cooperate with and timely respond with accurate and complete information to reasonable requests of the MPTA (including the MPTA Transition Team) with respect to the Assets, Operations, CATS Personnel and all other matters relating to CATS, notwithstanding any duty owed to the City or the MPTA to the contrary. Each of the City and the MPTA may rely upon any information provided to it by any CATS Personnel without understanding such information to be a representation by either Party as to the accuracy or completeness thereof. Neither Party shall be liable to the other Party as a result of use of any information received from any CATS Personnel or inaccurate or incomplete information received from any CATS Personnel as provided in this **Section 1.01(m)(ii)**.

(iii) The City shall act as employer of record for all CATS Personnel through December 31, 2026, and shall (except as otherwise set forth in this **Section 1.01(m)**) continue to exercise its authority as employer of record consistent with applicable policy and past practice of the City and CATS.

Section 1.02 Termination of Phase One. Each of the City and the MPTA shall cause to be taken all actions that are necessary to satisfy, no later than the first day of Phase Two, each of the conditions and requirements set forth below.

(a) CATS Personnel.

(i) No later than September 1, 2026 (or such later date as may be agreed by the Parties), the City shall deliver to the MPTA a roster of all CATS Personnel setting forth each employee’s position, base compensation (salary or hourly wages) and years of service with CATS and the City.

(ii) No later than October 1, 2026 (or such later date as may be agreed by the Parties), the Parties will jointly deliver to each CATS Personnel information related to employment by the MPTA.

(iii) No later than the date that the MPTA becomes employer of record for CATS Personnel, the City shall work with the MPTA to ensure that the MPTA receives all personnel files and employment records for all CATS Personnel. The transfer of such materials shall be conducted in accordance with General Statutes Section 160A-168, Section 6.5(7) of the PAVE Act, and other applicable law.

(iv) The Parties agree that:

(A) The salary or hourly wages, target bonus opportunities, and retirement benefits offered to CATS Personnel by the MPTA shall be no less than the base salary or hourly wages target bonus opportunities, and retirement benefits provided by the City immediately prior to the Transfer.

(B) Service for the City will be counted for vesting, eligibility and accrual purposes except where such recognition would result in a duplication of benefits.

(C) The MPTA shall have exercised reasonable efforts to establish that the MPTA's initial benefit plans will be at comparable cost to employees as of July 1, 2026, and waive or cause to be waived pre-existing condition exclusions and actively-at-work requirements and similar limitations, and take deductibles, co-insurance, co-pay, and covered out-of-pocket expenses paid before the Transfer to satisfy MPTA benefit deductibles, coinsurance and maximum out-of-pocket provisions after the Transfer.

(v) On the first day of Phase Two, the MPTA shall hire all full-time CATS Personnel.

(b) Contract Assignment. On the first day of Phase Two, the City shall assign, and the MPTA shall accept assignment of, all Contracts, other than any Contracts that (x) are necessary for Operations and (y) cannot be assigned (as jointly identified by the MPTA and City) ("Unassignable Contracts"). For each Unassignable Contract, the City and the MPTA mutually will agree to terms to provide the MPTA the benefit of such contract in exchange for payments by the MPTA to the City in return for continued performance thereunder.

(c) Fund Transfers. As soon as reasonably practical (and in no event later than fifteen (15) days after the last day of Phase One (or such later date as may be agreed by the Parties)), the City shall transfer all unaudited fund balances to the MPTA, except that the City shall retain $30,000,000 held in the Transit Revenue Reserve Fund.

(d) Necessary Operations Functions.

(i) No later than the last day of Phase One, the MPTA shall have delivered to the City a certification that (1) the MPTA shall have developed or obtained all necessary support for human resources, technology, finance capacity, and capacity to manage assets and debt, in each case to the extent necessary to independently operate CATS and the transit system as of the first day of Phase Two; and (2) the MPTA shall have (by employment or, to the extent permitted by law, engagement) (A) a finance officer and the capability to perform all financial functions independently of the City and (B) a benefits administrator in order to administer benefits to CATS Personnel who become employees of the MPTA on the first day of Phase Two.

(ii) If for any reason the MPTA needs additional time to develop or obtain support for any functions described in the foregoing clause (i), the City and the MPTA have the following options: (1) remain in Phase One until the MPTA is able to develop or obtain support for any such functions; (2) negotiate and enter into a multiple employer welfare arrangement; and/or (3) negotiate the terms of a separate and additional interlocal agreement for the City to provide the support or for the Parties to otherwise agree to alternative arrangements. In order for the City and MPTA to exercise any option set forth in clause (2) or (3) (instead of clause (1)), the MPTA shall provide the City with notice no later than September 30, 2026 (or such later date as may be agreed by the Parties).

(e) Approval for MPTA to Operate from Federal and State Authorities. No later than the last day of Phase One, (i) the MPTA shall have delivered to the City a certification that the MPTA shall have received all required permissions and approvals from federal and State authorities and agencies to operate a public transportation system and own any Assets, and (ii) the MPTA shall have provided evidence thereof to the City as reasonably requested no later than December 15, 2026.

Section 1.03 Phase Two. The parties will work in good faith and undertake actions necessary such that Phase Two will start on January 1, 2027. Phase Two, or any Transfer occurring in Phase Two, will not occur to the extent that (i) the City and the MPTA have been informed by the MPTA Transition Team that, in their good faith judgment, the commencement of Phase Two or consummation of such Transfer would result in a material adverse impact on employees or Operations or (ii) the MPTA lacks approval required for owning or operating a transit system from federal or state entities.

(a) CATS Personnel and Operations. On the first day of Phase Two, subject to any exceptions pursuant to **Section 1.02(d)(ii)**, CATS Personnel will commence employment with the MPTA as described in **Section 1.02(a)** and the MPTA will commence control of Operations of the public transportation system.

(b) Assets; Insurance.

(i) On the first day of Phase Two, the City shall Transfer to the MPTA ownership of all Assets that (i) are not Commingled Property and (ii) are Unencumbered. Thereafter, the MPTA will be responsible for maintaining such Asset and insurance in respect thereof, subject to the Risk Management Agreement or as otherwise agreed by the parties.

(ii) With respect to any Asset that is Encumbered (which is anticipated to include, as of the first day of Phase Two, all or substantially all capital assets and real property):

(A) such Encumbered Asset will remain owned by the City for so long as it remains Encumbered;

(B) the City shall maintain insurance with respect to such Encumbered Asset, subject to the Risk Management Agreement or as otherwise agreed by the parties;

(C) the MPTA shall be responsible for paying all maintenance and operating expenses associated with such Encumbered Asset and any expenses arising from the use of such Encumbered Asset by the MPTA (it being understood that, to the extent the City has been appropriating non-transit funds supporting the use of any Asset, the City shall disclose such appropriation to the MPTA and such Asset shall constitute Commingled Property subject to **Section 1.01(k)**);

(D) the City will cooperate with (and exercise reasonable efforts in furtherance of) requests by the MPTA to exercise any rights related to any release of any Encumbrances; provided, however, that to the extent the MPTA requests the City release an Encumbered Asset from its Encumbrance, the City shall provide the MPTA with a reasonable estimate of the expense that may arise from such release and the MPTA shall pay any and all documented, out-of-pocket costs and expenses associated with such release, all reasonably attributable City staff time and reasonable legal or other professional fees (and the City and the MPTA agree to cooperate to minimize all such costs and expenses and ensure that all such costs and expenses are reasonable);

(E) without the approval of the MPTA, the City shall not dispose of such Encumbered Asset to any person other than the MPTA and shall not permit any person to take any interest in such Encumbered Asset;

(F) the MPTA shall not, without the approval of the City, cause, permit, or suffer to exist the circumstances in which an Encumbered Asset serves as collateral for debt other than the CATS Debt or become subject to any prohibitions or restrictions arising under any Grant or applicable law except those in effective as of the Effective Date; and

(G) the City and the MPTA will enter into one or more use agreements on mutually acceptable terms to permit and enable the MPTA to use such Encumbered Asset, the terms of which (x) shall be consistent with this **Section 1.03(b)(ii)**, (y) shall obligate the Parties to comply in all respects with all restrictions imposed by the CATS Debt or applicable Grants on the use, maintenance or disposition of Encumbered such Asset and (z) shall not otherwise restrict the MPTA in its use of such Encumbered Asset.

(iii) Any Asset that becomes Unencumbered at any time after the first day of Phase Two will be Transferred by the City to the MPTA as soon as reasonably practicable after so being Unencumbered.

(iv) Any Asset constituting Commingled Property (or part of any Commingled Property) shall be subject to any agreements with respect thereto entered into by the City and the MPTA in accordance with **Section 1.01(k)**.

(c) Governance and Policy. The MPTA shall be the sole governing and policy-making body for the public transportation system.

(d) Continuing Relationship. The City and MPTA will seek in good faith to agree to guidelines related to the ongoing relationship between transit and transit planning (within the purview of the MPTA) and city departments and city planning (within the purview of the City).

(e) Revenue.

(i) The MPTA shall make payments to the City for Debt Service Payments as required by **Section 2.02(a)(ii)** and, to the extent that the Transit Revenue Reserve Fund balance is less than thirty million dollars ($30,000,000), the MPTA shall make payments to the City as required by **Section 2.02(b)**.

(ii) During Phase Two, the MPTA shall transfer to the City the portion of Sales Tax Revenue that is necessary to pay outstanding CATS Liabilities from Phase One where such obligations were entered into by the City during Phase One and unassignable.

(iii) For the avoidance of doubt, all revenue beyond the requirements for Debt Service Payments (as addressed in **Section 2.02(a)**), the Transit Revenue Reserve Fund, and any revenue required in **Section 1.03(e)(ii)** shall be collected and retained by the MPTA.

(f) Liabilities. The MPTA shall be responsible for paying all CATS Liabilities occurring or arising at any time.

Section 1.04 Phase Three. Phase Three will commence on the date on which the City is no longer providing any services in support of the operation of the public transportation system (other than pursuant to other interlocal agreements or as contemplated in this **Section 1.04** or **Article II**, but in no cases prior to a transfer of CATS Personnel), and continue until the time at which (i) all CATS Debt has been repaid, (ii) all Grant requirements have been satisfied and (iii) all Assets have become Unencumbered and have been Transferred to the MPTA. The Parties will work in good faith and undertake actions necessary such that Phase Three shall start on July 1, 2027.

(a) CATS Personnel. On the first day of Phase Three, if the MPTA shall have not previously hired CATS Personnel as described in **Section 1.02(a)** (and instead entered into alternative arrangements in accordance with **Section 1.02(d)**), the MPTA will hire all full-time CATS Personnel.

(b) Assets.

(i) Any Asset that becomes Unencumbered at any time during Phase Three will be Transferred by the City to the MPTA promptly after so being Unencumbered.

(ii) Each Asset that is Encumbered shall continue to be subject to a use agreement described in **Section 1.03(b)(ii)**.

(iii) The MPTA shall not, without the approval of the City, cause, permit, or suffer to exist the circumstances in which an Encumbered Asset serves as collateral for debt other than the CATS Debt or become subject to any prohibitions or restrictions arising under any Grant or applicable law except those in effective as of the Effective Date.

(iv) Any Asset constituting Commingled Property (or part of any Commingled Property) shall continue to be subject to any agreements with respect thereto entered into by the City and the MPTA in accordance with **Section 1.01(k)**.

(c) Liabilities. The MPTA shall be responsible for paying all CATS Liabilities occurring or arising at any time.

(d) Revenue. The MPTA shall make payments to the City for Debt Service Payments as required by **Section 2.02(a)(ii)** and, to the extent that the Transit Revenue Reserve Fund balance is less than thirty million dollars ($30,000,000), the MPTA shall make payments to the City as required by **Section 2.02(b)**. For the avoidance of doubt, all revenue beyond the requirements for Debt Service Payments and the Transit Revenue Reserve Fund shall be collected and retained by the MPTA.

(e) Governance and Policy. The MPTA shall be the sole governing and policy-making body for the public transportation system.

ARTICLE II

TERMS APPLICABLE THROUGH ENTIRE TERM

Section 2.01 Transfer. These provisions shall apply to any Transfer occurring in Phase One, Phase Two, or Phase Three:

(a) Transfer shall occur using a deed, bill of sale, transfer of title, or any other form generally accepted between local governments for the Transfer of Assets.

(b) No Asset shall Transfer while it is Encumbered.

(c) Pursuant to Section 6.4A of the PAVE Act, the MPTA is responsible for conducting or completing in a timely manner all environmental and economic studies that are required by State or federal law with respect to public transportation projects.

(d) The City's obligation to transfer any Asset, assign any contract, or perform other Transfer obligations in a prior phase is a continuing obligation to make that transfer to the extent it did not take place in the phase identified by this Agreement.

Section 2.02 Debt Related to the Transit System. The City has financed and refinanced improvements to CATS through installment financings in accordance with North Carolina General Statutes Section 160A-20. The City currently has four pieces of outstanding indebtedness with respect to CATS, three of which were done through a financing structure known as Certificates of Participation ("COPs") that financed and refinanced various acquisitions and improvements to CATS, and one which was done as a private placement installment financing in 2025 (the "O-Line Financing") that reimbursed the City for its previous acquisition (for which it originally used cash) of the O-Line Corridor (also known as the Red Line) and related parcels of land in Uptown adjacent to the planned Gateway Station (the "O-Line").

The COPs were issued under a master set of documents, including an Installment Purchase Contract, an Indenture of Trust, and a Deed of Trust (collectively, the "COPs Documents"), originally executed and delivered in 2004, and subsequently amended and supplemented through 2021 to provide for additional financings and refinancings of the indebtedness. The currently outstanding COPs are Refunding Certificates of Participation (Transit Projects), Series 2013C, Refunding Certificates of Participation (Transit Projects/Phase II), Series 2015B, and Refunding Certificates of Participation (Transit Projects), Series 2021A. The principal document related to the O-Line Financing is an Installment Financing Contract dated as of April 17, 2025, between the City of Charlotte, North Carolina and Trust Commercial Equity, Inc.

The key terms of the COPs and the O-Line Financing as of July 1, 2026 are outlined in Exhibit A (collectively referred to herein as the "CATS Debt").

(a) Transit Debt Service Fund/Debt Service Payments.

(i) The City will establish a special fund designated as the "Transit Debt Service Fund." The City will keep the Transit Debt Service Fund on its books and records separate and apart from other funds and moneys held by it and will administer the Transit Debt Service Fund as herein provided. The City will invest funds held in the Transit Debt Service Fund consistent with the City's investment policies and the requirements for holding a debt service fund related to tax-exempt debt and all investment earning will be retained in the Transit Debt Service Fund. Funds held by the City in the Transit Debt Service Fund shall be used by the City to pay, when due, Debt Service Payments.

(ii) The MPTA will transfer, or cause to be transferred, to the City for deposit in the Transit Debt Service Fund no less than 15 days prior to each Debt Service Payment Date, amounts sufficient, together with funds available in the Transit Debt Service Fund, to make the Debt Service Payments due on such Debt Service Payment Date. The City shall provide reasonable prior notice of each such Debt Service Payment, including the amount thereof, the obligation being paid, and the date such payment is due.

(b) Transit Revenue Reserve Fund. While any CATS Debt is outstanding, the City will establish a special fund designated as the "Transit Revenue Reserve Fund." The City will keep the Transit Revenue Reserve Fund on its books and records separate and apart from other funds and moneys held by it and will administer the Transit Revenue Reserve Fund as herein provided. The City shall ensure that the Transit Revenue Reserve Fund (and all amounts held therein) does not serve as collateral for any obligations of the City and is not available to satisfy any obligations of the City (other than CATS Debt as provided herein). On July 1, 2026, the City will transfer $30,000,000 from the existing CATS Revenue Reserve Fund into the Transit Revenue Reserve Fund. The City shall use money in the Transit Revenue Reserve Fund to make Debt Service Payments on the CATS Debt to the extent necessary to ensure that no payment default occurs. If the City uses money in the Transit Revenue Reserve Fund to pay debt service on the CATS Debt, the City will so notify the MPTA. The City will notify the MPTA if at any time the Transit Revenue Reserve Fund balance is less than $30,000,000, and in such event the MPTA shall transfer funds to the City for deposit in the Transit Revenue Reserve Fund in equal monthly installments, commencing 30 days after such notification, such that the balance in the Transit Revenue Reserve Fund reaches $30,000,000 over a six month period, or such longer period as the City and MPTA shall mutually agree.

The City will invest funds held in the Transit Revenue Reserve Fund consistent with the City's investment policies (but segregated from any other City funds) and the requirements for holding a reserve fund related to tax-exempt debt and all investment earning will be retained in the Transit Revenue Reserve Fund. This will include actively monitoring the investments in the Transit Revenue Reserve Fund to ensure the yield on such fund does not exceed the "arbitrage yield" on the CATs Debt as may be required by applicable federal tax laws and regulations. Money held in the Transit Revenue Reserve Fund, including investment earnings, may be used by the City to pay all reasonable third-party costs and expenses of maintaining the Transit Revenue Reserve Fund, including, without limitation, costs and expenses related to arbitrage and rebate monitoring and amounts owed to the federal government as rebate payments. The City will provide the MPTA with copies of all invoices, receipts or other records of payment of such expenses.

Money held in the Transit Revenue Reserve Fund shall not be used for any purpose except as set forth in this **Section 2.02(b)**.

At any time that the fund balance in the Transit Revenue Reserve Fund exceeds $31,000,000, the City shall promptly transfer to the MPTA the portion of such fund balance in excess of $30,000,000.

(c) Prepayment of Outstanding COPs. The MPTA may provide for the prepayment of any of the COPs in accordance with their terms by providing at least 90 days prior notice to the City of the MPTA's intention to provide for such prepayment. The prepayment amount will be (i) the amount sufficient to allow the City to either pay in full the principal and accrued and unpaid interest on the amount of the COPs being prepaid if it is prepayable at that time or to fund a defeasance escrow sufficient to fully defease the amount of the COPs being prepaid to the extent it is not prepayable at that time, or some combination of both, and (ii) the amount sufficient to pay all fees, costs and charges incurred by the City directly related to such prepayment and defeasance. The City and the MPTA acknowledge that all of the COPs are secured by the same collateral and that the COPs are subject to the terms of the COPs Documents, and other related documents, that set forth the terms of how the COPs can be prepaid and the City and the MPTA agree to work together in good faith to satisfy the requirements of such documents to facilitate the prepayment of the COPs as requested by the MPTA. When all of the COPs are no longer outstanding in accordance with their terms, whether by prepayment or at final maturity, upon request of the MPTA and at the MPTA's expense, the City will pursue the release of all of the property serving as collateral for the COPs from the COPs Documents and transfer such property to the MPTA, subject to any other agreements between the City and the MPTA related to such property.

(d) Payment or Prepayment of O-Line Financing/Reimbursement of City for O-Line. As required by the PAVE Act, the MPTA agrees to reimburse the City for the acquisition of the O-Line by payment or prepayment of the O-Line Financing and related costs as set forth herein. The MPTA may provide for the prepayment of the O-Line Financing in accordance with its terms by providing at least 90 days prior notice to the City of the MPTA's intention to provide for such prepayment. The prepayment amount or amount payable at maturity of the O-Line Financing, as the case may be, to reimburse the City for the acquisition of the O-Line will be (i) the amount sufficient to allow the City to pay in full the principal and accrued and unpaid interest on the O-Line Financing at that time, (ii) to reimburse the City for the interest paid by the City on the O-Line Financing from its Municipal Debt Service Fund (non-transit general funds of the City) and (iii) the amount sufficient to pay all fees, costs and charges incurred by the City directly related to such payment or prepayment.

The MPTA acknowledges that, because of the structure of the O-Line Financing, if the MPTA will not be able to prepay the O-Line Financing by its current initial maturity that it will be in the best interests of the City and the MPTA to restructure it to allow more time for the MPTA to provide for such payment. If the MPTA has not prepaid the O-Line Financing by April 17, 2029, and determines it will not be able to prepay the O-Line Financing by October 17, 2029, the MPTA will so notify the City. In such event, the City agrees to work with the MPTA in good faith to determine a way to restructure the O-Line Financing, if possible, based on market conditions at that time and in the best interests of the City and the MPTA. If the O-Line Financing is still outstanding on October 17, 2029, the City will have sole discretion, exercised in good faith, in determining whether or not to restructure the O-Line Financing and, if so, how and when to restructure the O-Line Financing, and the City and MPTA will work together to accomplish such restructuring. The MPTA will pay all reasonable and documented out-of-pocket costs and expenses, including legal and other professional fees, incurred by the City associated with restructuring the O-Line Financing.

When the O-Line Financing is no longer outstanding in accordance with its terms, whether by prepayment or at final maturity, upon request of the MPTA and at the MPTA's expense, the City will transfer the property acquired via the O-Line Financing to the MPTA, subject to any other agreements between the City and the MPTA related to such property.

(e) Compliance with COPs Documents and Maintenance of Tax-Exempt Status; No Adverse Impact of CATS Debt. The MPTA agrees to maintain and operate all transit assets under its control financed and refinanced by the CATS Debt in full compliance the COPs Documents and the documentation related to the O-Line Financing, as applicable, and in a manner so as to maintain the tax-exempt status of the CATS Debt. The City has provided the MPTA with full transcripts of the documents related to the CATS Debt. The MPTA has had the opportunity to review such documents and will seek the assistance of such legal, financial and other professionals as may be necessary to comply with this Section. The MPTA agrees to take any actions reasonably requested by the City to ensure no adverse impacts to the City related to the CATS Debt. Notwithstanding anything else in this agreement, as required by the PAVE Act, in connection with the transfer of the transit system as contemplated in this agreement, the MPTA will undertake all obligations and take all actions within its power necessary to ensure that the City will remain in compliance with and there will not be an adverse impact on the CATS Debt.

(f) Maintenance of Ratings. The COPs are currently rated "Aa1" by Moody's Ratings Service, "AA+" by S&P Global Ratings and "AA+" by Fitch Ratings. The MPTA acknowledges that maintaining the ratings on the COPs (and all of the City's indebtedness) is important to the City as part of its overall debt management strategy. The MPTA agrees to take all actions reasonably requested by the City in an effort to avoid any downgrade of the ratings on the COPs resulting solely from the action or inaction of the MPTA.

Section 2.03 Handling of Funds. The Parties acknowledge and agree that: (i) as between the City and the MPTA, all Sales Tax Revenue and U-Drive-It Revenue is the property of the MPTA; (ii) all amounts held in the Transit Debt Service Fund, the Transit Revenue Reserve Fund, the Transit Operating Fund or the Transit Capital Fund and all other cash transferred by the MPTA to the City pursuant to this Agreement (collectively, "Transit Funds") shall remain property of the MPTA and shall be held by the City on behalf of and for the benefit of the MPTA; (iii) all Transit Funds received by the City after the Effective Date shall be held in a physically segregated account in which no amounts are held other than Transit Funds (a "Segregated Account"); and (iv) all Transit Funds in the custody of the City as of the Effective Date shall be held in a Segregated Account as soon as reasonably practicable after the Effective Date (including by transferring to a Segregated Account any proceeds of any investments held by the City following maturity or other disposition thereof). Transit Funds (including Segregated Accounts and all amounts held therein) shall not be available to any creditors of the City (other than the MPTA and with respect to the CATS Debt and CATS Liabilities), and the City shall ensure that any representations to creditors are consistent with such principle. The Parties acknowledge that the City may, in connection with receiving operating revenue and making disbursements, utilize payment processing and accounts receivable processes pursuant to which Transit Funds may be temporarily held in the same accounts as other amounts, and that the City may continue to do so notwithstanding this **Section 2.03**. The City is authorized to use Transit Funds in accordance with this Agreement and may pre-audit any obligations as such.

Section 2.04 Contracting Authority and Approval. In Phase Two and Phase Three, any time that the MPTA controls Operations and the City owns any Asset used or intended for use in Operations, the MPTA will be authorized to conduct contract negotiations with respect to such Asset and the appropriate City official—whether the Manager or the Manager's designee or City Council—will consider the resulting contract where such approval is required by statute. The

MPTA and City will also agree to the categories of contracts (if any) that must receive such approval prior to the start of Phase Three.

Section 2.05 Right of Reverter. As required by Section 6.4(7)(a) of the PAVE Act, with respect to assets of CATS that were procured with funds available to the City other than federal or State funds received by the City with respect to CATS and funds generated by a tax levied under Article 43 of Chapter 105 of the General Statutes or a tax levied under Section 3.1 of S.L. 1997-417, as added by Section 30 of S.L. 2006-162 and amended by Section 2(h) of S.L. 2009-527, and the PAVE Act, the City has a right of reverter with respect to the property if the property is no longer used for a purpose supporting the operation of a public transportation system.

Section 2.06 No General Fund Liability. Except as may be specifically provided for herein (including with respect to Commingled Liabilities), before, during, and after the completion of the Transfer of Operations, Assets, and CATS Personnel from the City to the MPTA, there shall be no residual liability to the City's General Fund. The City will maintain insurance coverage for all Assets and CATS Personnel until the time of their Phase Two Transfer, and the MPTA will accept liability for and will procure insurance coverage for all transferred Assets and CATS Employees at the time of their Phase Two Transfer, subject to the Risk Management Agreement or as otherwise agreed by the parties.

Section 2.07 No Continuation of Maintenance of Effort. As of July 1, 2026, consistent with the dissolution of the MTC and the interlocal agreements upon which the MTC was established, the City shall no longer make a Maintenance of Effort payment to fund the Transit Program.

Section 2.08 Grant Compliance. The MPTA and City will abide by all Grant requirements or restrictions applicable to the Assets.

Section 2.09 Audits.

(a) The Parties will coordinate and cooperate to the extent necessary to perform annual audits or audits required by Grant agreements or the terms of CATS Debt, or as otherwise needed or required to comply with State law.

(b) Subject to **Section 2.09(d)**, the City may request information related to all Sales Tax Revenue received by the MPTA and balances of all funds held by the MPTA, and the MPTA shall reasonably cooperate with respect to any such request.

(c) Subject to **Section 2.09(d)**, the MPTA may request information related to all assets and liabilities of, and all revenue received by and expenses incurred by, the City in each case arising from or in connection with the public transportation system, and the City shall reasonably cooperate with respect to any such request.

(d) To the extent a disagreement arises with respect to information requested in **Section 2.09(b)** or **2.09(c)**, the Parties shall follow the dispute resolution process outlined in **Section 3.05**. If, as a result of that dispute resolution process, a Party determines an audit is necessary, such audit shall be conducted in accordance with the following:

(i) such audit shall be requested no later than three (3) years after the end of the Fiscal Year to be covered by such audit;

(ii) such audit shall be requested no later than three (3) years after the end of Phase Two;

(iii) such audit shall be performed by an independent certified public accounting firm of national or regional standing selected by the requesting Party;

(iv) the fees and out-of-pocket expenses of which shall be paid by the requesting Party; and

(v) the auditor's report shall be delivered to both Parties.

Section 2.10 Default. Except in Force Majeure situations, the failure of any Party to perform any of its obligations under this Agreement, if such failure continues for a period of thirty (30) days after receipt by the defaulting Party of written notice of such failure (the "Default Notice"), shall constitute an event of default. It shall not be considered an event of default if the default is of a nature that cannot be cured within thirty (30) days and the defaulting Party has commenced action reasonably designed to cure the default within the thirty (30) day notice period; provided, however, the default shall be cured within sixty (60) days of the date the Default Notice was received by the defaulting Party.

Section 2.11 Implementation Agreements. The City Manager and a representative of the MPTA (which may include members of the MPTA Transition Team to the extent authorized by the board of the MPTA) shall be authorized to enter into agreements to implement the intent of this Agreement, so long as such agreements are consistent with this Agreement and in furtherance of its terms, do not involve the payment or obligation of CATS Debt, and are consistent with the MPTA's and City's contracting authority.

Section 2.12 Schedules. The schedules delivered pursuant to **Sections 1.01(a)(ii)**, **1.01(d)**, **1.01(h)** and **1.01(l)** shall be certified on the date set forth in the applicable section by an authorized officer of the City to represent the best knowledge of the City as of the date of such certification, but the Parties acknowledge and agree that there shall be no liability to the City for any inadvertent inaccuracy included in, or omission from, any such schedule. In the event any inaccuracy in, or omission from, any such schedule is discovered after the date of such certification, the Parties shall cooperate in good faith to agree on an appropriate resolution of such inaccuracy or omission in a manner consistent with this Agreement.

Section 2.13 Expenses. In consideration of the incremental administrative resources and expenses of the City required to comply with this Agreement, the MPTA shall pay to the City the amount, if any, by which the sum of (i) expenses on account of the City's overhead expense, employee time and similar cost allocation mechanisms attributable solely to administration of this Agreement, and (ii) the reasonable and documented out-of-pocket costs and expenses of the City arising solely from administration of this Agreement, in each case incurred during Fiscal Year

2027, exceeds five million dollars ($5,000,000). The Parties shall cooperate in good faith to agree to the MPTA's payment of expenses of the City arising solely from administration of this Agreement for future fiscal years no later than February 28, 2027.

ARTICLE III

GENERAL PROVISIONS

Section 3.01 Specific Performance in Event of Default. The Parties acknowledge that monetary damages would not fully compensate either Party in the event of any breach or Default of this Agreement. The Parties therefore agree that in the event of a breach or Default by either Party, the other Party shall, in addition to seeking damages, be entitled to seek and obtain the specific performance of the defaulting Party's obligations hereunder.

Section 3.02 Claims. Consistent with **Section 2.06**, the City shall remain responsible for claims, losses, damages, fines, penalties, royalties, obligations, liabilities, and expenses, including attorneys' fees (collectively, "Claims"), that have not been or would not become a CATS Liability if such Claims had arisen prior to the Effective Date. Pursuant to **Section 2.06**, the MPTA shall be responsible for Claims that are, or would have become, a CATS Liability prior to the Effective Date.

Section 3.03 Term of the Agreement. This Agreement shall commence on the Effective Date and expire at such time as all Assets have transferred from the City to the MPTA and the City no longer holds any debt associated with the Assets.

Section 3.04 Cooperation of the Parties. The MPTA and the City agree to cooperate, fully, effectively, and efficiently with each other to accomplish the intent and purposes of this Agreement, execute all supplementary documents necessary to enforce its terms, communicate and share information, documents, and other data reasonably requested or needed in order to perform audits or respond to document requests in accordance with law to the extent either party retains that information, and to take all additional actions deemed necessary and appropriate so as to give full force and effect to the terms, conditions, and intent of this Agreement. Neither Party shall unreasonably withhold or delay providing such cooperation.

Section 3.05 Dispute Resolution. In the event of conflict or Default that might arise, the Parties involved agree to informally and formally communicate to resolve the conflict. If this communication is not successful in resolving the conflict, the matter will be presented to the City Manager of Charlotte and the MPTA Board Chair or his or her designee for consultation. Where the conflict is unable to be resolved within 15 days (or such other period as may be agreed by the Parties), the Parties will seek to mediate their dispute with a third-party neutral at the earliest available opportunity; provided, however, that this obligation to mediate shall not prevent either Party from taking other action to protect its interests. In addition, failure to exercise the option to mediate the dispute does not result in a breach of this Agreement. Any mediation or other legal actions or proceedings shall be held in Mecklenburg County, North Carolina unless the parties mutually agree on another location.

Section 3.06 Disposition of Property at Termination or Expiration. Disposition of property subject to the Agreement shall occur in accordance with law.

Section 3.07 Method of Termination. This Agreement may be terminated only by consent of both Parties.

Section 3.08 Force Majeure. A Force Majeure is defined as any event arising from causes beyond the reasonable control of the Parties. It shall not be considered a breach of this Agreement or an event of Default, and Parties shall not be responsible for an inability to perform or for any delays, damages, costs, expenses, liabilities, or other consequences that may arise as a result of Force Majeure.

Section 3.09 Entire Agreement. This Agreement constitutes the entire understanding between the Parties and supersedes all prior and independent agreements between the Parties covering the subject matter hereof.

Section 3.10 Third-Party Beneficiaries. There are no third-party beneficiaries of this Agreement, nor shall they be entitled to any rights hereunder.

Section 3.11 Authorization. Each Party certifies that all appropriate steps to legally enter into this Agreement have been taken, including approval by the appropriate governing body. Moreover, each Party certifies that all laws, rules, and regulations as well as any local governmental rules were followed with regard to approval of this Agreement and that this Agreement meets all standards for governmental agreements.

Section 3.12 Section Headings. The section headings in this Agreement are for convenience and ease of reference only. Such headings are not part of this Agreement and are not to be used in interpreting its provisions.

Section 3.13 Governing Law. This Agreement shall be governed by and interpreted in accordance with the law of the State of North Carolina (including the PAVE Act). For the avoidance of doubt, to the extent of any conflict between the PAVE Act and this Agreement, the PAVE Act shall control.

Section 3.14 Severability. The paragraphs, sections, sentences, clauses, and phrases of this Agreement are severable. If one or more paragraphs, sections, sentences, clauses, or phrases shall be declared void, invalid, or otherwise unenforceable for any reason by the valid, final judgment, or decree of any court of competent jurisdiction, such judgment or decree shall not affect the remaining provisions of this Agreement.

Section 3.15 Signatures. This Agreement, together with any amendments or modifications, may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be considered one and the same agreement.

Section 3.16 Notices. Unless specifically provided otherwise by this Agreement, any notice which a Party is required to or may give to another Party shall be in writing and shall be delivered or addressed to the other applicable Party at the address below set forth or to such other address as such Party may from time to time direct by written notice given in the manner herein prescribed. Such notice or communication shall be deemed to have been given or made when communicated by personal delivery or by independent courier service or by facsimile or by email with a hard copy to be delivered by independent courier service by the next business day. All notices to the City shall be addressed to:

Marcus D. Jones
City Manager
City of Charlotte, North Carolina
600 E 4th St, Charlotte, NC 28202

With a copy to the City Attorney:

Andrea Leslie-Fite
City Attorney
City of Charlotte, North Carolina
600 E 4th St, Charlotte, NC 28202

All notices to the MPTA shall be addressed to:

Metropolitan Public Transportation Authority
c/o Board Secretary
c/o Robinson Bradshaw & Hinson
600 S. Tryon St.
Suite 2300
Charlotte, NC 28202

With a copy to:

Robinson Bradshaw & Hinson
Adam Doerr & James Cass
600 S. Tryon St.
Suite 2300
Charlotte, NC 28202

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Annex A

Definitions

"Aggregate CATS Fund Balance" means the aggregate amount of funds held by the City in the CATS enterprise fund, excluding amounts held in the Transit Revenue Reserve Fund.

"Assets" are those certain assets (or portions of assets) paid for or owned by CATS, as a department within the City, which shall be identified prior to Phase Two, including all data and intellectual property arising from or related to the public transportation system operated by CATS.

"CATS Debt" means the City's four pieces of outstanding indebtedness with respect to CATS, three of which were done through a financing structure known as Certificates of Participation ("COPs") that financed and refinanced various acquisitions and improvements to CATS, and one which was done as a private placement installment financing in 2025 (the "O-Line Financing").

"CATS Liabilities" means all liabilities arising from or associated with the operation, management or development of the public transportation system, including liabilities for Assets or Operations and those related to CATS Personnel, but excluding Commingled Liabilities. As used in this definition, the word "liabilities" shall be read in the broadest possible sense to mean any claims, demands, costs, contracts, liabilities, loses, actions and causes of actions, expenses, including attorneys' fees, sanctions, and damages of every nature.

"CATS Personnel" means the City employees identified by the City pursuant to **Section 1.02(a)(i)** as associated with CATS unless not legally eligible for transfer.

"Commingled Liability" means any liability arising from or associated with the operation, management or development of the public transportation system that is or could be (or that a portion of which is or could be) reasonably attributed or attributable to a public enterprise, fund or department of the City other than CATS.

"Commingled Property" means the Assets described on Exhibit B, which is complete to the best knowledge of the Parties, and any other property identified as such pursuant to **Section 1.01(k)**.

"Contracts" means (i) all contracts related to the operation, management or development of the public transit system operated by CATS to which the City is a party and (ii) all contracts to which CATS (as a department of the City) is a party.

"Debt Service Payments" means all payments made or required to be made in respect of the CATS Debt, including all principal, interest, fees and expenses, other than any such payments made or required to be made in respect of the O-Line Financing. Payments made by the City in respect of the O-Line Financing will be reimbursed to the City in accordance with **Section 2.02(d)** upon acquisition of the O-Line by the MPTA and related payment or prepayment of the O-Line Financing.

"Encumbered" means, with respect to any Asset at any time, that such Asset (i) serves as collateral for any CATS Debt at such time or (ii) is subject to any prohibitions or restrictions arising under any Grant or applicable law that would prohibit or preclude the City from Transferring such Asset to the MPTA at such time or prohibit or preclude the MPTA from accepting such Transfer. "Encumbrance" shall have a correlative meaning.

"Grant" shall mean any grant associated with the Assets for which there is an agreement with the City or CATS and which contains restrictions or other covenants concerning the Assets.

"Force Majeure" means any event arising from causes beyond the reasonable control of the Parties.

"Material CATS Liabilities" means all CATS Liabilities, excluding any liability for less than $100,000 incurred in the ordinary course of business.

"Material Contract Actions" means, as of the Effective Date, known proposed or contemplated Contracts and all known proposed or contemplated amendments, modifications or supplements to Contracts that will, in any such case, require approval from City Council.

"MPTA Transition Team" means one or more consultants and independent contractors engaged by the MPTA for purpose of assisting with and facilitating Transition-Related Activities on behalf of the MPTA. As of the date of this Agreement, the MPTA Transition Team consists of the Transition Co-Directors, Debra Campbell and Carolyn Flowers.

"Operations" means the daily management, service delivery, and execution of capital projects of the public transportation system operated by CATS, including contracting and procurement with third parties. For clarity, Operations shall not include Transition-Related Activities.

"PAVE Act" means S.L. 2025-39.

"Sales Tax Revenue" means (i) taxes levied under Part IV of the PAVE Act; (ii) taxes levied under Article 43 of Chapter 105 of the General Statutes as provided in G.S. 105-507.3; (iii) taxes levied under Section 3.1 of S.L. 1997-417, as added by Section 30 of S.L. 2006-162 and amended by Section 2(h) of S.L. 2009-527, and the PAVE Act; and (iv) the U-Drive-It Revenue collected under Chapter 105, Article 50.

"Threshold Amount" means, at any time, one hundred million dollars ($100,000,000).

"Transfer" means the act of conveyance of all title, rights, and interest in property from the City to the MPTA, with conditions applicable in **Section 2.01**.

"Transition-Related Activities" means the actions taken by CATS or by the MPTA to hire, contract for, procure, or carry out activities necessary to accomplish the actions discussed in this Agreement (other than Operations).

"U-Drive-It Revenue" means revenue collected under Chapter 105, Article 50.

"Unencumbered" means, with respect to any Asset at any time, that such Asset is not Encumbered at such time.

IN WITNESS WHEREOF, the City of Charlotte has caused this instrument to be executed by its Mayor, attested by its Clerk and its municipal seal to be affixed, all by authority of its governing board, first duly given. The Metropolitan Public Transportation Authority has caused this instrument to be executed by the Chair of the Board of Trustees, attested by its Clerk and its municipal seal to be affixed, all by authority of its governing board, first duly given.

City of Charlotte

____________________ (seal)

By: Marcus Jones, City Manager

Attest:

____

City Clerk

Metropolitan Public Transportation Authority

__________________ (seal)

By: David Howard, Chair

Attest:

____

Exhibit A

Key Financial Terms of Outstanding COPs and O-Line Financing

Refunding Certificates of Participation (Transit Projects), Series 2013C

Principal Outstanding: $21,870,000

Final Maturity Date: June 1, 2033

Prepayment Provisions: Prepayable, in whole or in part, on any date on or after June 1, 2023, at a prepayment price of 100% of the principal amount to be prepaid plus accrued interest.

Debt Service Schedule and Interest Rates:

	Series 2013C Debt Service - City of Charlotte, NC			
Date	Principal Component	Interest Component	Total	Rate
12/01/2026		$ 435,946.88	$ 435,946.88	
06/01/2027	$2,790,000.00	435,946.88	3,225,946.88	3.000%
12/01/2027		394,096.88	394,096.88	
06/01/2028	2,875,000.00	394,096.88	3,269,096.88	3.125%
12/01/2028		349,175.00	349,175.00	
06/01/2029	2,965,000.00	349,175.00	3,314,175.00	5.000%
12/01/2029		275,050.00	275,050.00	
06/01/2030	3,115,000.00	275,050.00	3,390,050.00	5.000%
12/01/2030		197,175.00	197,175.00	
06/01/2031	3,265,000.00	197,175.00	3,462,175.00	3.250%
12/01/2031		144,118.75	144,118.75	
06/01/2032	3,370,000.00	144,118.75	3,514,118.75	3.375%
12/01/2032		87,250.00	87,250.00	
06/01/2033	3,490,000.00	87,250.00	3,577,250.00	5.000%

Refunding Certificates of Participation (Transit Projects/Phase II), Series 2015B

Principal Outstanding: $31,115,000

Final Maturity Date: June 1, 2035

Prepayment Provisions: Prepayable, in whole or in part, on any date on or after June 1, 2025, at a prepayment price of 100% of the principal amount to be prepaid plus accrued interest.

Debt Service Schedule and Interest Rates:

	Series 2015B Debt Service - City of Charlotte, NC			
Date	Principal Component	Interest Component	Total	Rate
12/01/2026		$586,181.25	$ 586,181.25	
06/01/2027	$2,990,000.00	586,181.25	3,576,181.25	3.125%
12/01/2027		539,462.50	539,462.50	
06/01/2028	3,085,000.00	539,462.50	3,624,462.50	3.250%
12/01/2028		489,331.25	489,331.25	
06/01/2029	3,185,000.00	489,331.25	3,674,331.25	*
12/01/2029		420,356.25	420,356.25	
06/01/2030	3,320,000.00	420,356.25	3,740,356.25	3.500%
12/01/2030		362,256.25	362,256.25	
06/01/2031	3,440,000.00	362,256.25	3,802,256.25	3.625%
12/01/2031		299,906.25	299,906.25	
06/01/2032	3,560,000.00	299,906.25	3,859,906.25	3.750%
12/01/2032		233,156.25	233,156.25	
06/01/2033	3,695,000.00	233,156.25	3,928,156.25	3.750%
12/01/2033		163,875.00	163,875.00	
06/01/2034	3,840,000.00	163,875.00	4,003,875.00	**
12/01/2034		80,000.00	80,000.00	
06/01/2035	4,000,000.00	80,000.00	4,080,000.00	4.000%

* The 2029 maturity is made up of two separate serial bonds. $1,420,000 principal amount has an interest rate of 3.50%. $1,765,000 principal amount has an interest rate of 5.00%.

** The 2034 maturity is made up of two separate serial bonds. $2,425,000 principal amount has an interest rate of 4.00%. $1,415,000 principal amount has an interest rate of 5.00%.

<u>Refunding Certificates of Participation (Transit Projects), Series 2021A</u>

Principal Outstanding: $142,845,000

Final Maturity Date: June 1, 2048

Prepayment Provisions: Prepayable, in whole or in part, on any date on or after June 1, 2031, at a prepayment price of 100% of the principal amount to be prepaid plus accrued interest.

Debt Service Schedule and Interest Rates:

	Series 2021A Debt Service - City of Charlotte, NC			
Date	Principal Component	Interest Component	Total	Rate
12/01/2026		$2,576,325.00	$2,576,325.00	
06/01/2027	$5,000,000.00	2,576,325.00	7,576,325.00	5.000%
12/01/2027		2,451,325.00	2,451,325.00	
06/01/2028	5,255,000.00	2,451,325.00	7,706,325.00	*
12/01/2028		2,359,950.00	2,359,950.00	
06/01/2029	5,435,000.00	2,359,950.00	7,794,950.00	5.000%
12/01/2029		2,224,075.00	2,224,075.00	
06/01/2030	5,710,000.00	2,224,075.00	7,934,075.00	5.000%
12/01/2030		2,081,325.00	2,081,325.00	
06/01/2031	5,990,000.00	2,081,325.00	8,071,325.00	5.000%
12/01/2031		1,931,575.00	1,931,575.00	
06/01/2032	6,290,000.00	1,931,575.00	8,221,575.00	5.000%
12/01/2032		1,774,325.00	1,774,325.00	
06/01/2033	6,605,000.00	1,774,325.00	8,379,325.00	5.000%
12/01/2033		1,609,200.00	1,609,200.00	
06/01/2034	6,940,000.00	1,609,200.00	8,549,200.00	4.000%
12/01/2034		1,470,400.00	1,470,400.00	
06/01/2035	7,220,000.00	1,470,400.00	8,690,400.00	4.000%
12/01/2035		1,326,000.00	1,326,000.00	
06/01/2036	5,660,000.00	1,326,000.00	6,986,000.00	3.000%
12/01/2036		1,241,100.00	1,241,100.00	
06/01/2037	5,830,000.00	1,241,100.00	7,071,100.00	3.000%
12/01/2037		1,153,650.00	1,153,650.00	
06/01/2038	6,005,000.00	1,153,650.00	7,158,650.00	3.000%
12/01/2038		1,063,575.00	1,063,575.00	
06/01/2039	6,185,000.00	1,063,575.00	7,248,575.00	3.000%
12/01/2039		970,800.00	970,800.00	
06/01/2040	6,370,000.00	970,800.00	7,340,800.00	3.000%
12/01/2040		875,250.00	875,250.00	
06/01/2041	6,560,000.00	875,250.00	7,435,250.00	3.000%

	SERIES 2021A DEBT SERVICE - CITY OF CHARLOTTE, NC			
DATE	PRINCIPAL COMPONENT	INTEREST COMPONENT	TOTAL	RATE
12/01/2041		776,850.00	776,850.00	
06/01/2042	6,760,000.00	776,850.00	7,536,850.00	3.000%
12/01/2042		675,450.00	675,450.00	
06/01/2043	6,960,000.00	675,450.00	7,635,450.00	3.000%
12/01/2043		571,050.00	571,050.00	
06/01/2044	7,170,000.00	571,050.00	7,741,050.00	3.000%
12/01/2044		463,500.00	463,500.00	
06/01/2045	7,385,000.00	463,500.00	7,848,500.00	3.000%
12/01/2045		352,725.00	352,725.00	
06/01/2046	7,610,000.00	352,725.00	7,962,725.00	3.000%
12/01/2046		238,575.00	238,575.00	
06/01/2047	7,835,000.00	238,575.00	8,073,575.00	3.000%
12/01/2047		121,050.00	121,050.00	
06/01/2048	8,070,000.00	121,050.00	8,191,050.00	3.000%

* The 2028 maturity is made up of two separate serial bonds. $2,000,000 principal amount has an interest rate of 1.00%. $3,255,000 principal amount has an interest rate of 5.00%.

O-Line Financing – Installment Financing Contract dated as of April 17, 2025, between the City of Charlotte, North Carolina and Trust Commercial Equity, Inc.

Principal Outstanding: $91,213,000, payable at maturity

Maturity Date and Interest Rate:

Initial Maturity Date is April 17, 2030; Interest Rate Until Initial Maturity Date is SIFMA Index plus 0.14% per annum.

If the City does not pay the outstanding principal amount on the Initial Maturity Date and no Event of Default has occurred and is continuing on such date, then the City will pay the outstanding principal amount in equal (or as near as equal as possible) semiannual installments beginning six months after the Initial Maturity Date and ending 5 years after the Initial Maturity Date.

Interest Payment Dates: First Business Day of each month.

Prepayment Provisions: Prepayable in whole or in part on any Business Day at a prepayment price equal to 100% of the outstanding principal amount to be prepaid plus accrued interest.

Exhibit B

Commingled Property

1. Charlotte Transportation Center (Parcel ID 125-011-14)

2. Bus maintenance facility and parking deck on N. Davidson St. (Parcel IDs 081-088-01, 081-087-01, 081-086-01, 081-086-07)

3. Gold Line and Gold Line Traction Power Substations (TPSS GLW3 on Parcel ID 07821201; TPSS GLE1 on Parcel ID 08008304; TPSS GLE3 on Parcel ID 08111101; TPSS GLW2 on Parcel ID 07315133)

4. Charlotte Gateway Station

5. Urban Design Center (Parcel ID 123-041-10)

6. Fiber troughs (Blue Line and Blue Line Extension)

7. Fiber rights-of-way

8. Blue Line – Central Communication House (Parcel ID 04939106)

9. Lawyers Road Park and Ride Lot (Parcel ID 10917110)

10. Bus Shelters within City street right-of-way

RESOLUTION PASSED BY THE CITY COUNCIL OF THE CITY OF CHARLOTTE, NORTH CAROLINA ON JUNE 22, 2026

A motion was made by Mayfield and seconded by Anderson for the adoption of the following Resolution, and upon being put to a vote was duly adopted:

WHEREAS, the City of Charlotte will reimburse the North Carolina Department of Transportation (NCDOT) for the replacement of and improvements to the Charlotte Water owned water and sanitary sewer infrastructure located within the North Carolina Department of Transportation's (NCDOT) highway improvements project (I-5715 I-77 Interchange Improvements) located along I-77 at NC-73 and within the limits of the Town of Huntersville.

WHEREAS, Charlotte Water will reimburse the NCDOT for actual costs of the project estimated to be $7,501,976.36; and

WHEREAS, Charlotte Water has programmed funding for said water and sanitary sewer construction; and,

WHEREAS, under the proposed Agreement and subject to the Agreement provisions, the City of Charlotte shall reimburse the NCDOT for actual construction costs.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHARLOTTE:

That the Municipal Agreement between the NCDOT and the City of Charlotte and Charlotte Water, is hereby formally approved by the City Council of the City of Charlotte and that the City Manager, or his designee, and Clerk of the City of Charlotte are hereby empowered to sign and execute the Municipal Agreement with the NCDOT.

Adopted this the 22nd Day of June, 2026 in Charlotte, North Carolina.

CERTIFICATION

I, Stephanie C. Kelly, City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of an Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 22nd day of June 2026, the reference having been made in Minute Book 163, and recorded in full in Resolution Book 56 Page(s) 593-594.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 22nd day of June 2026.

CITY OF CHARLOTTE MECKLENBURG L S 1775 NORTH CAROLINA

Stephanie C. Kelly

Stephanie C. Kelly, City Clerk, CMC, NCCMC

RESOLUTION PASSED BY THE CITY COUNCIL OF THE CITY OF CHARLOTTE, NORTH CAROLINA ON JUNE 22, 2026

A motion was made by Mayfield and seconded by Anderson for the adoption of the following Resolution, and upon being put to a vote was duly adopted:

WHEREAS, the City of Charlotte will reimburse the North Carolina Department of Transportation (NCDOT) for the replacement of and improvements to the Charlotte Water owned water and sanitary sewer infrastructure located within the North Carolina Department of Transportation's (NCDOT) highway improvements project (U-5765 NC-73 Improvements) located along NC-73 from West Catawba Avenue to I-77 and within the limits of the Town of Huntersville.

WHEREAS, Charlotte Water will reimburse the NCDOT for actual costs of the project estimated to be $13,210,686.68; and

WHEREAS, Charlotte Water has programmed funding for said water and sanitary sewer construction; and,

WHEREAS, under the proposed Agreement and subject to the Agreement provisions, the City of Charlotte shall reimburse the NCDOT for actual construction costs.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHARLOTTE:

That the Municipal Agreement between the NCDOT and the City of Charlotte and Charlotte Water, is hereby formally approved by the City Council of the City of Charlotte and that the City Manager, or his designee, and Clerk of the City of Charlotte are hereby empowered to sign and execute the Municipal Agreement with the NCDOT.

Adopted this the 22nd day of June, 2026 in Charlotte, North Carolina.

CERTIFICATION

I, Stephanie C. Kelly, City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of an Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 22nd day of June 2026, the reference having been made in Minute Book 163, and recorded in full in Resolution Book 56 Page(s) 595-596.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 22nd day of June 2026.

CITY OF CHARLOTTE MECKLENBURG L S 1775 NORTH CAROLINA

Stephanie C. Kelly

Stephanie C. Kelly, City Clerk, CMC, NCCMC

A RESOLUTION AUTHORIZING THE REFUND OF PROPERTY TAXES

Reference is made to the schedule of "Taxpayers and Refunds Requested" attached to the Docket for consideration of the City Council. On the basis of that schedule, which is incorporated herein, the following facts are found:

1. The City-County Tax Collector has collected property taxes from the taxpayers set out on the list attached to the Docket.

2. The City-County Tax Collector has certified that those taxpayers have made proper demand in writing for refund of the amounts set out on the schedule within the required time limits.

3. The amounts listed on the schedule were collected through either a clerical or assessment error.

NOW, THEREFORE, BE RESOLVED by the City Council of the City of Charlotte, North Carolina, in regular session assembled this 22nd day of June that those taxpayers listed on the schedule of "Taxpayers and Refunds Requested" be refunded in the amounts therein set up and that the schedule and this resolution be spread upon the minutes of this meeting.

CERTIFICATION

I, Stephanie C. Kelly, City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of an Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 22nd day of June 2026, the reference having been made in Minute Book 163, and recorded in full in Resolution Book 56 Page(s) 597-598.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 22nd day of June 2026.

CITY OF CHARLOTTE MECKLENBURG L S 1775 NORTH CAROLINA

Stephanie C. Kelly

Stephanie C. Kelly, City Clerk, CMC, NCCMC

June 22, 2026

Resolution Book 56, Page 598

Taxpayers and Refunds Requested

Name	Amount
ALLY BANK	229,902.54
ALLY BANK	212,604.81
BIO, MEGAN FIGUEROA	174.05
BIO, MEGAN FIGUEROA	174.05
NICHOLSON, CAITLIN	26.25
NICHOLSON, ROBERT J	68.96
PATEL, MILAPKUMAR RAMESHBHAI AND PATEL, MANSIBEN V AND M&M PATEL FAMILY, TRUST	727.00
RIGSBEE, KELLY MICHELLE	59.87
WELLS FARGO BANK NA	21,286.49
WILLIAMS, LUCINDA	601.65
	465,625.67

A RESOLUTION AUTHORIZING CONDEMNATION PROCEEDINGS
FOR THE ACQUISITION OF CERTAIN REAL PROPERTY

WHEREAS, the City Council of the City of Charlotte finds as a fact that it is necessary to acquire certain property as indicated **805 LYNN ST;** and

WHEREAS, the City either in good faith has undertaken to negotiate for the purchase of this property but has been unable to reach an agreement with the owners for the purchase price or, after reasonable diligence, has been unable to negotiate a purchase price;

NOW, THEREFORE, BE IT RESOLVED by the City Council of The City of Charlotte that condemnation proceedings are hereby authorized to be instituted against the property indicated below, under the authority and procedures of the laws of the State of North Carolina:

PROPERTY DESCRIPTION:

Amount necessary for the **805 LYNN ST**, and estimated to be:

858 sq. ft. (0.020 ac.) **Temporary Construction Easement**
1,334 sq. ft. (0.031 ac.) **Storm Drainage Easement**

and any additional property or interest as the City may determine to complete the Project as it relates to Tax Parcel No. 063-042-38 said **STARNES PALLET SERVICE, INC.,** or their owners' successors in interest.

ESTIMATED JUST COMPENSATION:

Such estimated just compensation as may be determined based upon the takings required by the final construction plans.

IT IS FURTHER RESOLVED that the estimated just compensation for the property is hereby authorized to be deposited in the Office of the Clerk of Superior Court, Mecklenburg County, North Carolina, together with the filing of the Complaint and Declaration of Taking.

CERTIFICATION

I, Stephanie C. Kelly, City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of an Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 22nd day of June 2026, the reference having been made in Minute Book 163, and recorded in full in Resolution Book 56 Page(s) 599.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 22nd day of June 2026.

CITY OF CHARLOTTE MECKLENBURG L S 1775 NORTH CAROLINA

Stephanie C. Kelly

Stephanie C. Kelly, City Clerk, CMC, NCCMC

A RESOLUTION AUTHORIZING CONDEMNATION PROCEEDINGS
FOR THE ACQUISITION OF CERTAIN REAL PROPERTY

WHEREAS, the City Council of the City of Charlotte finds as a fact that it is necessary to acquire certain property as indicated **STRATEGIC INVESMENT AREA: HARRISBURG ROAD PHB AT EVANS WOODS DRIVE;** and

WHEREAS, the City either in good faith has undertaken to negotiate for the purchase of this property but has been unable to reach an agreement with the owners for the purchase price or, after reasonable diligence, has been unable to negotiate a purchase price;

NOW, THEREFORE, BE IT RESOLVED by the City Council of The City of Charlotte that condemnation proceedings are hereby authorized to be instituted against the property indicated below, under the authority and procedures of the laws of the State of North Carolina:

PROPERTY DESCRIPTION:

Amount necessary for the **STRATEGIC INVESMENT AREA: HARRISBURG ROAD PHB AT EVANS WOODS DRIVE**, and estimated to be:

11,744 sq. ft. (0.270 ac.) **Fee Simple inside right -of-way**
2,397sq. ft. (0.055 ac.) **Temporary Construction Easement**
278 sq. ft. (0.006 ac.) **Storm Drainage Easement**
456 sq. ft. (0.010 ac.) **Sidewalk Utility Easement**

and any additional property or interest as the City may determine to complete the Project as it relates to Tax Parcel No. 111-131-09 said **ROCKY RIVER CONGREGATION OF JEHOVAH'S WITNESSES,** or their owners' successors in interest.

ESTIMATED JUST COMPENSATION:

Such estimated just compensation as may be determined based upon the takings required by the final construction plans.

IT IS FURTHER RESOLVED that the estimated just compensation for the property is hereby authorized to be deposited in the Office of the Clerk of Superior Court, Mecklenburg County, North Carolina, together with the filing of the Complaint and Declaration of Taking.

CERTIFICATION

I, Stephanie C. Kelly, City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of an Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 22nd day of June 2026, the reference having been made in Minute Book 163, and recorded in full in Resolution Book 56 Page(s) 600-601.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 22nd day of June 2026.

Stephanie C. Kelly, City Clerk, CMC, NCCMC