

**RESOLUTION PASSED BY THE CITY COUNCIL OF THE CITY OF
CHARLOTTE, NORTH CAROLINA ON November 12, 2012**

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

WHEREAS, A Municipal Agreement between the City and the North Carolina
Department of Transportation (NCDOT) will allow the City to reimburse NCDOT for the
construction of a roundabout at the intersection of Harrisburg Road and Cambridge
Commons Drive; and,

WHEREAS, the Municipal Agreement provides for reimbursement not to exceed
\$250,000 of the total cost of the project; and,

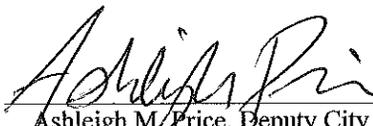
WHEREAS, the formant and cost sharing philosophy is consistent with past Municipal
Agreements: and,

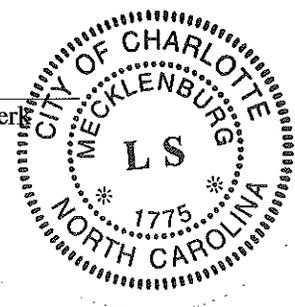
NOW, THEREFORE, BE IT RESOLVED that this resolution authorizing the Department
Head of the Charlotte Department of Transportation to execute a municipal agreement
with the NCDOT for the City to reimburse the NCDOT up to \$250,000 for the
construction of a roundabout at the intersection of Harrisburg Road and Cambridge
Commons Drive, is hereby formally approved by the City Council of the City of
Charlotte and the Director of Transportation and Clerk of this Municipality are hereby
empowered to sign and execute the Agreement with the aforementioned groups.

CERTIFICATION

I, Ashleigh M. Price, Deputy City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the
foregoing is a true and exact copy of a Resolution adopted by the City Council of the city of Charlotte, North
Carolina, in regular session convened on the 12th day November, 2012, the reference having been made in Minute
Book 133, and recorded in full in Resolution Book 43, Page 930.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 16th day of November,
2012.


Ashleigh M. Price, Deputy City Clerk



RESOLUTION DECLARING AN INTENT TO ABANDON AND CLOSE a portion of two 10-foot alleyways located off of Clement Avenue in the City of Charlotte, Mecklenburg County, North Carolina

Whereas, **Mr. John Rudolph** has filed a petition to close **a portion of two 10-foot alleyways located off of Clement Avenue** in the City of Charlotte; and

Whereas, a portion of two 10-foot alleyways located off of Clement Avenue are situated within the Plaza Midwood Community, Alleyway one: a 10-foot wide alleyway beginning at Clement Avenue and continuing 165 feet eastwardly to its terminus, and consisting of 1,658 square feet; and Alleyway two: running parallel to alleyway one, a 10-foot wide alleyway beginning at Clement Avenue and continuing 229 feet eastwardly to its terminus, and consisting of 2,299 square feet, as shown in the map marked "Exhibit A" and is more particularly described by metes and bounds in the document marked "Exhibits B-1 & B-2" all of which are available for inspection in the office of the City Clerk, City Hall, Charlotte, North Carolina.

Whereas, the procedure for closing streets and alleys as outlined in North Carolina General Statutes, Section 160A-299, requires that City Council first adopt a resolution declaring its intent to close the street and calling a public hearing on the question; said statute further requires that the resolution shall be published once a week for two successive weeks prior to the hearing, and a copy thereof be sent by registered or certified mail to all owners of property adjoining the street as shown on the county tax records, and a notice of the closing and public hearing shall be prominently posted in at least two places along said street or alley.

Now, therefore, be it resolved, by the City Council of the City of Charlotte, at its regularly scheduled session of November 12, 2012, that it intends to close a portion of two 10-foot alleyways located off of Clement Avenue and that the said street (or portion thereof) being more particularly described on a map and calls a public hearing on the question to be held at 7:00pm on Monday, the 10th day of December 2012, in CMGC meeting chamber, 600 East 4th Street, Charlotte, North Carolina.

The City Clerk is hereby directed to publish a copy of this resolution in the Mecklenburg Times once a week for two successive weeks next preceding the date fixed here for such hearing as required by N.C.G.S. 160A-299.

CERTIFICATION

I, Ashleigh M. Price, Deputy City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council of the city of Charlotte, North Carolina, in regular session convened on the 12th day November, 2012, the reference having been made in Minute Book 133, and recorded in full in Resolution Book 43, Page 931.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 16th day of November 2012.


Ashleigh M. Price, Deputy City Clerk



RESOLUTION DECLARING AN INTENT TO ABANDON AND CLOSE a residual portion of E. 12th Street and N. Caldwell Street in the City of Charlotte, Mecklenburg County, North Carolina

Whereas, **Housing Authority of the City of Charlotte** has filed a petition to close a residual portion of E. 12th Street and N. Caldwell Street in the City of Charlotte; and

Whereas, a residual portion of E. 12th Street and N. Caldwell Street is located within the Optimist Park Community, a residual portion of E. 12th Street and N. Caldwell Street is situated at the northern most point of the intersection of E. 12th Street and N. Caldwell Street, and consists of 524 square feet, as shown in the map marked "Exhibit A" and is more particularly described by metes and bounds in the document marked "Exhibit B" all of which are available for inspection in the office of the City Clerk, City Hall, Charlotte, North Carolina.

Whereas, the procedure for closing streets and alleys as outlined in North Carolina General Statutes, Section 160A-299, requires that City Council first adopt a resolution declaring its intent to close the street and calling a public hearing on the question; said statute further requires that the resolution shall be published once a week for two successive weeks prior to the hearing, and a copy thereof be sent by registered or certified mail to all owners of property adjoining the street as shown on the county tax records, and a notice of the closing and public hearing shall be prominently posted in at least two places along said street or alley.

Now, therefore, be it resolved, by the City Council of the City of Charlotte, at its regularly scheduled session of November 12, 2012, that it intends to close a residual portion of E. 12th Street and N. Caldwell Street and that the said street (or portion thereof) being more particularly described on a map and calls a public hearing on the question to be held at 7:00pm on Monday, the 10th day of December 2012, in CMGC meeting chamber, 600 East 4th Street, Charlotte, North Carolina.

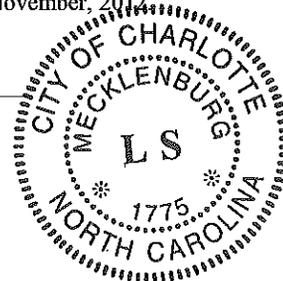
The City Clerk is hereby directed to publish a copy of this resolution in the Mecklenburg Times once a week for two successive weeks next preceding the date fixed here for such hearing as required by N.C.G.S. 160A-299.

CERTIFICATION

I, Ashleigh M. Price, Deputy City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council of the city of Charlotte, North Carolina, in regular session convened on the 12th day November, 2012, the reference having been made in Minute Book 133, and recorded in full in Resolution Book 43, Page 932.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 16th day of November, 2012.


Ashleigh M. Price, Deputy City Clerk



CHARLOTTE CITY COUNCIL

Resolution Authorizing Sale of Personal Property by Electronic Auction.

Whereas, North Carolina G.S. 160A-270(c) allows the City Council to sell personal property by electronic auction upon adoption of a resolution authorizing the appropriate official to dispose of the property at electronic auction and;

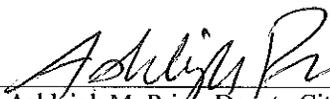
Whereas, the City Manager has recommended that the property listed on the attached Exhibit A be declared as surplus and sold at electronic auction.

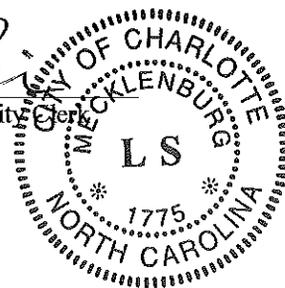
Now Therefore, it is hereby resolved, by the Charlotte City Council that the City Manager or his designee is authorized to sell by electronic auction beginning November 12, 2012 and ending January 31, 2013 the surplus property described in Exhibit A, on RogersAuctionGroup.com and GovDeals.com. Surplus units can be previewed at the City-County Asset Recovery and Disposal facility, 5550 Wilkinson Blvd, Charlotte, North Carolina. The terms of the sale shall be net cash. The City Manager or his designee is directed to publish at least once and not less than ten days before the opening dates of the auction, a copy of this resolution or a notice summarizing its content as required by North Carolina General Statute 160A-270(c).

CERTIFICATION

I, Ashleigh M. Price, Deputy City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council of the city of Charlotte, North Carolina, in regular session convened on the 12th day November, 2012, the reference having been made in Minute Book 133, and recorded in full in Resolution Book 43, Pages (933-934).

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 16th day of November, 2012.


Ashleigh M. Price, Deputy City Clerk



List of Property to Be Declared Surplus

ID #	Yr	Make	Model	Serial Number	Mileage/Hrs	Removal Reason
799	2000	Nova	38 Passenger	2NVYL82P7Y3000019	522,438	Age, Mileage, and Repairs
800	1998	Nova	38 Passenger	2NVYL82P4W3000038	565,642	Age, Mileage, and Repairs
801	1998	Nova	38 Passenger	2NVYL82P3W3000032	517,211	Age, Mileage, and Repairs
802	1998	Nova	38 Passenger	2NVYL82P5W3000033	534,664	Age, Mileage, and Repairs
803	1998	Nova	38 Passenger	2NVYL82P7W3000034	555,121	Age, Mileage, and Repairs
804	1998	Nova	38 Passenger	2NVYL82P9W3000035	574,915	Age, Mileage, and Repairs
805	1998	Nova	38 Passenger	2NVYL82P0W3000036	557,412	Age, Mileage, and Repairs
806	1998	Nova	38 Passenger	2NVYL82P2W3000037	474,900	Age, Mileage, and Repairs
808	1998	Nova	38 Passenger	2NVYL82P6W3000042	587,218	Age, Mileage, and Repairs
809	1998	Nova	38 Passenger	2NVYL82P8W3000043	531,855	Age, Mileage, and Repairs
810	1998	Nova	38 Passenger	2NVYL82PXW3000044	602,741	Age, Mileage, and Repairs
811	1998	Nova	38 Passenger	2NVYL82P1W3000045	587,050	Age, Mileage, and Repairs
812	1998	Nova	38 Passenger	2NVYL82P3W3000046	593,960	Age, Mileage, and Repairs
814	1998	Nova	38 Passenger	2NVYL82P7W3000048	593,950	Age, Mileage, and Repairs
815	1998	Nova	38 Passenger	2NVYL82P9W3000049	527,866	Age, Mileage, and Repairs
816	1998	Nova	38 Passenger	2NVYL82P5W3000050	587,601	Age, Mileage, and Repairs
818	1998	Nova	38 Passenger	2NVYL82P9W3000052	626,662	Age, Mileage, and Repairs
819	1998	Nova	38 Passenger	2NVYL82P0W3000053	576,199	Age, Mileage, and Repairs
820	1998	Nova	38 Passenger	2NVYL82P2W3000054	598,902	Age, Mileage, and Repairs
821	1998	Nova	38 Passenger	2NVYL82P4W3000055	590,698	Age, Mileage, and Repairs
823	1998	Nova	38 Passenger	2NVYL82P8W3000057	578,005	Age, Mileage, and Repairs
824	1998	Nova	38 Passenger	2NVYL82PXW3000058	602,201	Age, Mileage, and Repairs
825	1998	Nova	38 Passenger	2NVYL82P1W3000059	616,959	Age, Mileage, and Repairs
827	1998	Nova	38 Passenger	2NVYL82PXW3000061	572,428	Age, Mileage, and Repairs
847	1999	Nova	38 Passenger	2NVYL82PXX3000059	573,890	Age, Mileage, and Repairs
852	2000	Nova	38 Passenger	2NVYL82PXY3000001	517,256	Age, Mileage, and Repairs
853	2000	Nova	38 Passenger	2NVYL82P1Y3000002	563,086	Age, Mileage, and Repairs
854	2000	Nova	38 Passenger	2NVYL82P3Y3000003	542,382	Age, Mileage, and Repairs
855	2000	Nova	38 Passenger	2NVYL82P5Y3000004	580,305	Age, Mileage, and Repairs
857	2000	Nova	38 Passenger	2NVYL82P9Y3000006	529,530	Age, Mileage, and Repairs
858	2000	Nova	38 Passenger	2NVYL82P0Y3000007	540,154	Age, Mileage, and Repairs
859	2000	Nova	38 Passenger	2NVYL82P2Y3000008	577,270	Age, Mileage, and Repairs
860	2000	Nova	38 Passenger	2NVYL82P4Y3000009	566,694	Age, Mileage, and Repairs
861	2000	Nova	38 Passenger	2NVYL82P0Y3000010	505,797	Age, Mileage, and Repairs
862	2000	Nova	38 Passenger	2NVYL82P2Y3000011	575,741	Age, Mileage, and Repairs
863	2000	Nova	38 Passenger	2NVYL82P4Y3000012	546,119	Age, Mileage, and Repairs
864	2000	Nova	38 Passenger	2NVYL82P6Y3000013	546,247	Age, Mileage, and Repairs
865	2000	Nova	38 Passenger	2NVYL82P8Y3000014	564,925	Age, Mileage, and Repairs
868	2000	Nova	38 Passenger	2NVYL82P3Y3000017	577,344	Age, Mileage, and Repairs
869	2000	Nova	38 Passenger	2NVYL82P5Y3000018	576,439	Age, Mileage, and Repairs
871	2000	Nova	38 Passenger	2NVYL82P3Y3000020	572,669	Age, Mileage, and Repairs
872	2000	Nova	38 Passenger	2NVYL82P5Y3000021	590,546	Age, Mileage, and Repairs
873	2000	Nova	38 Passenger	2NVYL82P7Y3000022	594,515	Age, Mileage, and Repairs
874	2000	Nova	38 Passenger	2NVYL82P9Y3000023	585,172	Age, Mileage, and Repairs
875	2000	Nova	38 Passenger	2NVYL82P0Y3000024	614,230	Age, Mileage, and Repairs
876	2000	Nova	38 Passenger	2NVYL82P2Y3000025	599,780	Age, Mileage, and Repairs
877	2000	Nova	38 Passenger	2NVYL82P4Y3000026	572,451	Age, Mileage, and Repairs
878	2000	Nova	38 Passenger	2NVYL82P6Y3000027	604,311	Age, Mileage, and Repairs
879	2000	Nova	38 Passenger	2NVYL82P8Y3000028	578,416	Age, Mileage, and Repairs
880	2000	Nova	38 Passenger	2NVYL82PXY3000029	599,917	Age, Mileage, and Repairs
881	2000	Nova	38 Passenger	2NVYL82P6Y3000030	548,225	Age, Mileage, and Repairs
882	2000	Nova	38 Passenger	2NVYL82P8Y3000031	612,024	Age, Mileage, and Repairs
884	2000	Nova	38 Passenger	2NVYL82P1Y3000033	550,283	Age, Mileage, and Repairs
886	2000	Nova	38 Passenger	2NVYL82P5Y3000035	609,857	Age, Mileage, and Repairs
887	2000	Nova	38 Passenger	2NVYL82P7Y3000036	575,260	Age, Mileage, and Repairs
889	2000	Nova	38 Passenger	2NVYL82P0Y3000038	604,777	Age, Mileage, and Repairs
F69723	1994	Qualspar	Fire Ladder Tk	4S7AT9D08RC015334	101,854	Age, Mileage, and Repairs
F69724	1995	Qualspar	Fire Ladder Tk	4S7AT9D05SC015443	10,575 hrs	Age, Mileage, and Repairs

EXTRACTS FROM MINUTES OF CITY COUNCIL

* * *

A Regular Meeting of the City Council of the City of Charlotte, North Carolina was duly held in the Meeting Chamber at the Charlotte-Mecklenburg Government Center in Charlotte, North Carolina, the regular place of meeting, at 7:00 p.m. on November 12, 2012:

Members Present:

Members Absent:

* * * * *

* * *

Councilmember Cannon introduced the following resolution, a summary of which had been provided to each Councilmember, copy of which was available with the City Council and which was read by title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHARLOTTE, NORTH CAROLINA, AUTHORIZING THE APPROVAL, EXECUTION AND DELIVERY OF AN AMENDED AND RESTATED STANDBY BOND PURCHASE AGREEMENT IN CONNECTION WITH THE VARIABLE RATE WATER AND SEWER SYSTEM REVENUE REFUNDING BONDS, SERIES 2002C; AND PROVIDING FOR CERTAIN OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the City of Charlotte, North Carolina (the "*City*"), issued its Variable Rate Water and Sewer System Revenue Refunding Bonds, Series 2002C (the "*2002C Bonds*") in order to refinance improvements to the City's water and sewer system;

WHEREAS, in connection with the 2002C Bonds, the City executed and delivered a Standby Bond Purchase Agreement dated as of August 1, 2002 (the "*Original Standby Agreement*") among the City, Bank of America, N.A., as liquidity provider (the "*Bank*"), and Wachovia Bank, National Association, the successor to which is U.S. Bank National Association, as trustee (the "*Trustee*"), pursuant to which the Bank agreed to purchase 2002C Bonds from time to time in accordance with the terms thereof;

WHEREAS, the City has determined that it is in its best interests to extend the Original Standby Agreement and in order to effect such extension and make other changes required by the Bank in connection therewith, the City and the Bank desire to execute and deliver an Amended and Restated Standby Bond Purchase Agreement to be dated on or about November 16, 2012 among the City, the Bank and the Trustee (the "*Amended Standby Agreement*"); and

PPAB
2018070v1

WHEREAS, copies of the forms of the following documents relating to the transactions described above have been filed with the City:

1. the Amended Standby Agreement; and
2. the Supplement to the Official Statement (the "*Supplement*") with respect to the remarketing of the 2002C Bonds after the execution and delivery of the Amended Standby Agreement;

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

Section 1. The form and content of the Amended Standby Agreement are hereby in all respects approved and confirmed, and the Mayor, the City Manager, the Chief Financial Officer of the City and City Clerk of the City are each hereby authorized, empowered, and directed to execute and deliver the Amended Standby Agreement for and on behalf of the City, including necessary counterparts, in substantially the form and content presented to the City, 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 their approval of any and all such changes, modifications, additions or deletions therein, and that from and after the execution and delivery of the Amended Standby Agreement, the Mayor, the City Manager, the Chief Financial Officer and City Clerk of the City are each hereby authorized, empowered and directed 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 Amended Standby Agreement as executed.

Section 2. The form and content of the Supplement are in all respects authorized, approved and confirmed, and the use of Supplement by the remarketing agent for the 2002C Bonds is hereby in all respects authorized, approved and confirmed. The Mayor, the City Manager or Chief Financial Officer of the City are each authorized to execute the Supplement on behalf of the City.

Section 3. The Mayor, the City Manager, the Chief Financial Officer of the City and the City Clerk of the City, or their respective designees, are each 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 the Amended Standby Agreement; 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 (1) the specific provisions of this Resolution or the Amended Standby Agreement, (2) any agreement to which the City is bound, (3) any rule or regulation of the City or (4) any applicable law, statute, ordinance, rule or regulation of the United States of America or the State of North Carolina. The Mayor, the City Manager, the Chief Financial Officer of the City and the City Clerk of the City, and their respective designees, are each hereby authorized, empowered and directed, in their discretion, to execute future extensions of the Amended Standby Agreement.

Section 4. All acts and doings of the Mayor, the City Manager, the Chief Financial Officer of the City and the City Clerk of the City, and their respective designees, that are in conformity with the purposes and intents of this Resolution and in the furtherance of the execution, delivery and performance of the Amended Standby Agreement shall be, and the same hereby are, in all respects approved and confirmed.

Section 5. If any one or more of the agreements or provisions contained in this Resolution 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 deemed to be separable from the remaining agreements and provisions and in no way will affect the validity of any of the other agreements and provisions hereof.

Section 6. All resolutions or parts thereof of the City Council in conflict with the provisions contained in this Resolution are, to the extent of such conflict, hereby superseded and repealed.

Section 7. This Resolution is effective on its adoption.

11/5/2012

THIS INSTRUMENT HAS BEEN PRE-AUDITED IN THE
MANNER REQUIRED BY THE LOCAL GOVERNMENT BUDGET
AND FISCAL CONTROL ACT.

Greg. C. Gaskins
Director of Finance
City of Charlotte, North Carolina

**AMENDED AND RESTATED
STANDBY BOND PURCHASE AGREEMENT**

by and among

CITY OF CHARLOTTE, NORTH CAROLINA, as City

and

BANK OF AMERICA, N.A., as Bank

and

U.S. BANK NATIONAL ASSOCIATION, as Trustee

Dated as of November 16, 2012

amending and restating that certain Standby Bond Purchase Agreement, dated as of
August 1, 2002, by and among the City, the Bank and the Trustee

relating to

City of Charlotte, North Carolina
Variable Rate Water and Sewer System Revenue Refunding Bonds,
Series 2002C

**AMENDED AND RESTATED
STANDBY BOND PURCHASE AGREEMENT**

THIS AMENDED AND RESTATED STANDBY BOND PURCHASE AGREEMENT, dated as of November 16, 2012 (this "*Agreement*"), is by and among the **CITY OF CHARLOTTE, NORTH CAROLINA**, a municipal corporation duly created and validly existing under the laws of the State of North Carolina (the "*City*"), **BANK OF AMERICA, N.A.**, a national banking association organized and existing under the laws of the United States of America, with its principal office located in Charlotte, North Carolina (in its capacity hereunder as provider of the liquidity facility for the Series 2002C Bonds (hereinafter defined), but in no other capacity, the "*Bank*") and **U.S. BANK NATIONAL ASSOCIATION**, successor to Wachovia Bank, National Association, as trustee (the "*Trustee*") and amends and restates that certain Standby Bond Purchase Agreement, dated as of August 1, 2002 (as amended, the "*Original Agreement*"), entered into among the parties hereto. The Trustee serves as Trustee under the General Trust Indenture, dated as of November 1, 1996, between the City and First Union National Bank, as succeeded by Wachovia Bank, N.A. (now succeeded by US Bank, National Association) (the "*General Indenture*") and as further supplemented and amended by Series Indenture, Number 6 dated as of August 1, 2002 (the "*Series Indenture*").

WHEREAS, the City, pursuant to the terms of the General Indenture and the Series Indenture, has executed and delivered its \$108,718,900 Variable Rate Water and Sewer Revenue Refunding Bonds, Series 2002C, currently outstanding in the principal amount of \$101,890,000 (the "*2002C Bonds*"); and

WHEREAS, pursuant to the terms of the 2002C Bonds, the General Indenture and the Series Indenture, the 2002C Bonds are subject to optional or mandatory tender for purchase on certain days and upon the occurrence of certain events; and

WHEREAS, the City desired to provide for a liquidity facility pursuant to which the Bank agreed, under certain circumstances, to purchase all 2002C Bonds that are subject to optional or mandatory tender for purchase under the Series Indenture and for which other sufficient funds are not available under the Series Indenture, and the Bank was willing to agree to purchase such 2002C Bonds subject to the terms and conditions hereinafter set forth in the Original Agreement;

WHEREAS, the City has requested that the Bank extend the expiration date of the Original Agreement to December 1, 2015 and the Bank has agreed to do so on the terms and conditions provided herein;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained and intending to be legally bound hereby, the parties hereto covenant and agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01 Certain Defined Terms.

(a) As used in this Agreement and unless otherwise expressly indicated, or unless the context clearly requires otherwise, the following terms, in addition to the words and terms defined above, have the following meanings (such meanings to be equally applicable to both the singular and plural forms of the terms defined):

“*Accrued Interest Fee*” has the meaning set forth in Section 2.04(a) of this Agreement.

“*Agreement*” means this Amended and Restated Standby Bond Purchase Agreement, as the same may be amended or supplemented from time to time.

“*Base Rate*” means the highest of (1) the Prime Rate plus 1.00%, (2) the Federal Funds Rate plus 2.50% and (3) 7.00%, in each case calculated on the basis of a 360-day year for the number of actual days elapsed, but in no event shall the Base Rate exceed 20% per annum.

“*Bond Interest Rate*” means the rate of interest on the 2002C Bonds calculated as described in the 2002C Bonds and the General Indenture, other than the Liquidity Provider Rate.

“*Business Day*” means any day other than (i) a Saturday, a Sunday or any other day on which banks located in the cities in which the principal corporate trust offices of the Trustee and the Fiscal Agent and the principal offices of the Remarketing Agent, the City or the Bank are located, or in which the office of the Bank from which payments are made pursuant to this Agreement is located, are authorized or required to remain closed or (ii) a day on which The New York Stock Exchange is closed.

“*Closing Date*” means the date of initial authentication and delivery of the Series 2002C Bonds.

“*Commitment*” means, at any time, the sum of the Principal Commitment and the Interest Commitment then in effect.

“*Default*” means any event or condition which with the giving of notice or lapse of time or both would, unless cured or waived, become an Event of Default.

“*Default Rate*” means the Base Rate plus three percent (3.00%) per annum.

“*Effective Date*” means January 4, 2013.

“*Extension Date*” has the meaning ascribed thereto in Section 3.01 of this Agreement.

“*Event of Default*” has the meaning set forth in Section 6.01 of this Agreement.

“*Event of Immediate Termination*” means an Event of Default described in any of Sections 6.01(a) through (f), inclusive, of this Agreement.

“*Event of Notice Termination*” means an Event of Default described in any of Sections 6.01(g) through (l), inclusive, of this Agreement.

“*Expiration Date*” means December 1, 2015 and, thereafter, such later date as may be agreed to in writing by the Bank and the City.

“*Federal Funds Rate*” means, for any day, the rate per annum equal to the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers on such day, as published by the Federal Reserve Bank of New York on the Business Day next succeeding such day; provided that (a) if such day is not a Business Day, the Federal Funds Rate for such day shall be such rate on such transactions on the next preceding Business Day as so published on the next succeeding Business Day, and (b) if no such rate is so published on such next succeeding Business Day, the Federal Funds Rate for such day shall be the average rate (rounded upward, if necessary, to a whole multiple of 1/100 of 1%) charged to Bank of America, N.A. on such day on such transactions as determined by the Bank.

“*Fee Letter*” means the Fee Letter, dated as of November 16, 2012 and effective as of January 4, 2012, from the Bank and agreed to and accepted by the City, as the same may be amended from time to time.

“*Fee Payment Date*” means, with respect to each Liquidity Provider Bond, the first Business Day of each calendar month following the date on which such Liquidity Provider Bond became a Liquidity Provider Bond.

“*Fiscal Agent*” means the agent appointed from time to time under Section 5.03 of the Series Indenture.

“*Fitch*” has the meaning set forth in the Series Indenture.

“*General Indenture*” has the meaning ascribed thereto in the recitals of this Agreement.

“*Holder*” means (i) the Bank for so long as the Bank or its nominee or custodian is a holder of any 2002C Bond purchased hereunder and (ii) any other holder of any Liquidity Provider Bond to whom the Bank has assigned its rights under this Agreement.

“*Holding Period*” means, as to any Liquidity Provider Bond, the period commencing on the date of purchase of such Liquidity Provider Bond by the Bank hereunder and ending on the date on which the Bank receives the unpaid principal amount of such Liquidity Provider Bond, all accrued but unpaid interest thereon at the Liquidity Provider Rate and the Accrued Interest Fee, if any, accrued but unpaid on such Liquidity Provider Bond, or a purchase price for such Liquidity Provider Bond corresponding to the unpaid principal amount thereof, all accrued but unpaid interest thereon at the Liquidity Provider Rate and the Accrued Interest Fee, if any, accrued but unpaid on such Liquidity Provider Bond.

“*Indebtedness*” means (i) all indebtedness of the City for borrowed money and (ii) all bonds, notes, installment sales, conditional sales and capital lease obligations, incurred or assumed by the City, which are payable from the same source of funds as the 2002C Bonds.

“*Interest Commitment*” means, as of the Effective Date, \$6,130,149, computed as the interest on the outstanding principal amount of the 2002C Bonds for a period of 183 days in a

year of 365/366 days and calculated at the rate of 12.0% per annum, and thereafter means such initial amount adjusted from time to time as follows: (a) downward by an amount that bears the same proportion to such initial amount as the amount of any reduction in the Principal Commitment bears to the initial Principal Commitment as of the date of such reduction, and (b) upward by an amount that bears the same proportion to such initial amount as the amount of any increase in the Principal Commitment bears to the initial Principal Commitment as of the date of such increase.

“*Interest Payment Date*” has the meaning set forth in Article I of the Series Indenture.

“*Liquidity Provider Bond*” means a 2002C Bond which was purchased by the Bank under this Agreement, which is registered in the name of the Bank or its nominee and which has not been remarketed pursuant to Section 3.06 of the Series Indenture or retained by the Bank pursuant to Section 2.04(f) of this Agreement.

“*Liquidity Provider Rate*” for any Liquidity Provider Bond means (i) during the first ninety (90) day period following the date of purchase, a variable rate of interest equal to the Base Rate, (ii) during any period after the expiration of such ninety (90) day period or following the occurrence of an Event of Default, a variable rate of interest equal to the Term Loan Rate; (iii) during any period following the City’s written request pursuant to Section 2.07(a) to purchase the Liquidity Provider Bonds in ten (10) consecutive, equal semi-annual installments, a variable rate of interest equal to the Term Loan Rate, provided however that if the City fails to make any payments owing to the Bank under Section 2.07(a) of this Agreement when due, then a variable rate of interest equal to the Default Rate. Notwithstanding the forgoing, the Liquidity Provider Rate shall not exceed twenty percent (20%) per annum.

“*Maximum Legal Rate*” means the highest rate of interest permitted by applicable law.

“*Moody’s*” has the meaning set forth in the Series Indenture.

“*Non-Covered Rate*” means any interest rate other than the Weekly Rate, regardless of whether any such rate is in effect to the maturity date of the 2002C Bonds.

“*Notice of Non-Extension*” means a written notice delivered by the Bank to the City, each Rating Agency, the Trustee and the Remarketing Agent to the effect that the term of this Agreement will not be extended beyond the Expiration Date then in effect.

“*Official Statement*” means, collectively, the Official Statement dated on or about August 1, 2002 relating to the sale of the 2002C Bonds, including the Appendices attached thereto and any documents incorporated by reference therein, and the Supplement to Official Statement [to be] dated _____, 2012, including the Appendices attached thereto and any documents incorporated by reference therein.

“*Prime Rate*” means that interest rate so denominated and set by the Bank from time to time as an interest rate basis for borrowings. The Prime Rate is one of several interest rate bases used by the Bank. The Bank lends at rates above and below the Prime Rate. For purposes of computing interest, each change in the Prime Rate is effective on the date of such change.

“*Principal Commitment*” means, initially, \$101,890,000 and thereafter means such initial amount adjusted from time to time as follows: (a) downward by the amount of any reduction of the Principal Commitment pursuant to Section 2.03 of this Agreement; (b) downward by the principal amount of any 2002C Bonds purchased by the Bank pursuant to Section 2.01 of this Agreement as of the date of such purchase; (c) upward by the principal amount of any 2002C Bonds theretofore purchased by the Bank pursuant to Section 2.01 of this Agreement, and which are retained by the Bank under Section 2.04(f) of this Agreement or repurchased by the City under Section 2.04(f) of this Agreement and not redeemed; and (d) upward by the principal amount of any 2002C Bonds theretofore purchased by the Bank pursuant to Section 2.01 of this Agreement, and which are remarketed by the Remarketing Agent pursuant to Section 3.06 of the Series Indenture.

“*Principal Office of the Bank*” means the office of the Bank located at Bank of America Plaza, 101 South Tryon Street, NCI-002-03-10, Charlotte, North Carolina 28255, or such other office of the Bank as the Bank designates from time to time in writing to the City, the Trustee and the Remarketing Agent.

“*Purchase Certificate*” has the meaning set forth in Section 2.02(a)(ii) of this Agreement.

“*Purchase Date*” means any date on which the Bank is obligated to purchase 2002C Bonds pursuant to Section 4.06 of the Series Indenture and Section 2.01 of this Agreement.

“*Purchase Price*” means, with respect to any 2002C Bond or 2002C Bonds to be purchased on any Purchase Date, the aggregate principal amount thereof plus, unless the Purchase Date is an Interest Payment Date, interest accrued and unpaid thereon to such date.

“*Rating*” means the long-term rating assigned to the 2002C Bonds by any Rating Agency, provided, however, that so long as each Rating Agency has a long-term rating assigned to the 2002C Bonds, the Rating shall be determined by the highest two ratings assigned thereby to the 2002C Bonds; provided further, however, that if only two of the Rating Agencies have assigned a long-term rating to the 2002C Bonds, the Rating shall be determined by the lower of such two ratings.

“*Rating Agency*” means Fitch, if such agency’s ratings are in effect with respect to the 2002C Bonds, Moody’s, if such agency’s ratings are in effect with respect to the 2002C Bonds, and S&P, if such agency’s ratings are in effect with respect to the 2002C Bonds, and their respective successors and assigns.

“*Related Documents*” means the 2002C Bonds, the General Indenture, the Series Indenture and the Remarketing Agreement.

“*Remarketing Agent*” means Merrill Lynch, Pierce, Fenner and Smith Incorporated, or any successor appointed pursuant to the terms of the Series Indenture.

“*Remarketing Agreement*” means the Remarketing and Interest Services Agreement between the City and the Remarketing Agent, dated as of _____, as the same may be modified, amended or supplemented or replaced from time to time.

“S&P” has the meaning set forth in Article I of the Series Indenture.

“*Series Indenture*” has the meaning ascribed thereto in the recitals of this Agreement.

“*State*” means the State of North Carolina.

“*Term Loan Rate*” means the Base Rate plus 1.00% per annum; provided, however, that in no event shall the Term Loan Rate exceed 20% per annum.

“*Termination Date*” means the earliest to occur of the following (i) the Expiration Date; (ii) the date on which this Agreement terminates in accordance with Section 6.02 of this Agreement, (iii) the date on which the City terminates this Agreement in accordance with Section 2.09(c) or (d) of this Agreement, or (iv) the date on which the Bank receives a certificate from the Fiscal Agent in the form of Exhibit B (unless the City and the Bank have negotiated an amendment to this Agreement pursuant to Section 2.11 of this Agreement) or Exhibit C attached hereto.

“*2002C Bond or 2002C Bonds*” has the meaning ascribed thereto in the recitals of this Agreement.

Section 1.02 Other Words and Terms. All accounting terms used herein not expressly defined in this Agreement have the meanings respectively given to such terms in accordance with generally accepted accounting principles. All other capitalized words and terms used herein have the same meaning set forth in the General Indenture, as in effect on the date of authentication and delivery of the 2002C Bonds, unless the context hereof clearly indicates a different meaning is intended.

Section 1.03 Local Time. All references to a particular time of day set forth in this Agreement are to the time in New York, New York.

ARTICLE II

STANDBY 2002C BONDS PURCHASE OBLIGATION AND FEES

Section 2.01 Commitment to Purchase 2002C Bonds. The Bank agrees with the City, on the terms and conditions contained in this Agreement, to purchase 2002C Bonds (excluding 2002C Bonds registered in the name of the City) from time to time at the Purchase Dates at the Purchase Price and to comply with its duties as set forth in the Series Indenture. The aggregate principal amount of any 2002C Bond or 2002C Bonds purchased on any Purchase Date shall not exceed the Principal Commitment on such date. Such 2002C Bond or 2002C Bonds may be in any denomination authorized by the Series Indenture. The aggregate amount of the Purchase Price comprising interest on any Purchase Date with respect to the 2002C Bond or 2002C Bonds purchased on such Purchase Date shall not exceed the lesser of (i) the Interest Commitment on such Purchase Date attributable to such 2002C Bond or 2002C Bonds, or (ii) the actual amount of interest accrued on such 2002C Bond or 2002C Bonds as of such Purchase Date.

Any 2002C Bonds so purchased shall become Liquidity Provider Bonds and shall, from the date of such purchase and while they are Liquidity Provider Bonds, bear interest at the

Liquidity Provider Rate and have other characteristics as set forth in the Series Indenture and the 2002C Bonds. Principal and interest on Liquidity Provider Bonds shall be payable as provided in the Series Indenture.

Section 2.02 Method of Purchasing.

(a) The Bank agrees to purchase 2002C Bonds as described in Section 2.01 of this Agreement on satisfaction of the following conditions:

(i) if the 2002C Bonds are in physical form, delivery to the Fiscal Agent of 2002C Bonds in a form ready for transfer, properly endorsed or accompanied by documents of transfer satisfying the requirements of the Series Indenture, or registered in the name of the Bank or its agent or custodian in accordance with the terms of the Series Indenture, in the aggregate principal amount which, together with interest accrued thereon, if any, due in accordance with the Series Indenture, equals the amount set forth in the Purchase Certificate referred to and defined in subparagraph (ii) below; but if a book-entry system with respect to the 2002C Bonds is in effect, the 2002C Bonds shall be tendered or deemed tendered for purposes of this Section 2.02(a)(i) on receipt by the Bank of notice from the Fiscal Agent that 2002C Bonds are being tendered for purchase (which notice may be satisfied by delivery of a Purchase Certificate); and

(ii) presentation (including presentation by telegram, telex, telecopier or other telecommunication device) at the Principal Office of the Bank of a purchase certificate (a "*Purchase Certificate*"), in the form of Exhibit A attached hereto and by this reference made a part hereof, completed and signed by a duly authorized officer of the Fiscal Agent and dated the date such Purchase Certificate is presented hereunder.

(b) The Bank hereby agrees, subject to the terms and conditions of this Agreement, that 2002C Bonds will be purchased on a Business Day on satisfaction of the foregoing requirements. If the Purchase Certificate is received by the Bank at or before 11:00 A.M. on a Business Day, and provided that the documents presented in connection therewith conform to the terms and conditions hereof, payment of the amount specified shall be remitted by federal wire transfer to the Fiscal Agent (or as directed by the Fiscal Agent) in immediately available funds by 1:00 P.M. on the same Business Day. If the Purchase Certificate is received after 11:00 A.M. on a Business Day, and provided that the documents presented in connection therewith conform to the terms and conditions hereof, payment of the amount specified shall be remitted by federal wire transfer to the Fiscal Agent (or as directed by the Fiscal Agent) in immediately available funds by 1:00 P.M. on the next succeeding Business Day. All purchases of 2002C Bonds by the Bank hereunder shall be made with its own funds.

(c) The Bank shall not have any responsibility for, or incur any liability for, any act, or any failure to act, whether by the Fiscal Agent, Trustee or any person other than the Bank, which results in the failure of the Fiscal Agent or Trustee (i) to credit the proper account designated in writing to the Bank by the Fiscal Agent or Trustee with funds made available to the Fiscal Agent or Trustee by the Bank pursuant to Section 2.02(b) of this Agreement, or (ii) to purchase 2002C Bonds with such funds pursuant to this Section 2.02 and the Series Indenture.

Section 2.03 Reduction of Principal Commitment. The Bank's obligation to purchase the 2002C Bonds is limited to the Commitment. Immediately after any prepayment, repayment or other payment of all or any portion of the 2002C Bonds or the payment in full of any 2002C Bonds on their stated maturity date, the Principal Commitment of the Bank shall automatically be reduced by the aggregate principal amount of 2002C Bonds so redeemed or paid in full and the City shall promptly notify the Bank in writing of the aggregate principal amount of 2002C Bonds so redeemed or paid in full. Each such reduction in the Principal Commitment thereby immediately results in a pro rata reduction in the Interest Commitment.

Section 2.04 Accrued Interest Fees; Calculation of Interest; Right of the City to Purchase 2002C Bonds.

(a) The City shall pay directly to the Bank a fee (the "Accrued Interest Fee") for each Liquidity Provider Bond equal to the product of (i) the amount of accrued interest, if any, paid by the Bank to purchase such Liquidity Provider Bond which is not repaid to the City on the same Business Day, multiplied by (ii) the Liquidity Provider Rate, calculated as provided in Section 2.04(c) of this Agreement. The City and the Bank acknowledge and agree that all amounts to be paid to the Bank pursuant to this Agreement representing Accrued Interest Fees shall be treated as interest and secured by the General Indenture on parity with all other Bonds Outstanding under the General Indenture (as such terms are defined in the General Indenture).

(b) The Accrued Interest Fee for each Liquidity Provider Bond is payable on the earliest to occur of the following (i) the next Fee Payment Date, (ii) the last day of the Holding Period for such Liquidity Provider Bond, (iii) the maturity of such Liquidity Provider Bond whether by acceleration or call for prepayment or otherwise, (iv) the Expiration Date or the Termination Date, as applicable, and (v) after the times specified in clauses (i) and (iv) above, on demand.

(c) Accrued Interest Fees and interest shall be calculated on the basis of a fraction, (i) the numerator of which is the total number of days from the Purchase Date of such Liquidity Provider Bond or the date the relevant payment is due, as applicable, to the date such Accrued Interest Fees or accrued interest is paid to the Bank by the City, the Trustee or otherwise and (ii) the denominator of which is 360.

(d) Except as otherwise provided in this Agreement, any amount not paid when due hereunder shall bear interest for each day it is outstanding, payable on demand at a per annum rate equal to the Default Rate.

(e) Nothing herein shall be construed to require payment of a rate of interest plus, if applicable, an Accrued Interest Fee, assuming any such Accrued Interest Fee were treated as interest, that in the aggregate exceeds the Maximum Legal Rate.

(f) Subject to the next to last sentence of this Section 2.04(f), the City has the right to purchase any Liquidity Provider Bond during the Holding Period thereof. On receipt by the Bank of notice from the City by 10:30 A.M. on the date of sale (which shall be a Business Day), which notice states that the City is exercising its right to purchase any Liquidity Provider Bond and the aggregate unpaid principal amount of the Liquidity Provider Bonds to be sold by the Bank to the

City on such date, the Bank, subject to the next to last sentence of this Section 2.04(f), shall sell to the City an aggregate principal amount of Liquidity Provider Bonds for which payment has been made in immediately available funds, including interest accrued on the Liquidity Provider Bonds to the date of sale. If any Accrued Interest Fee has accrued on such Liquidity Provider Bonds, the City shall pay to the Bank such amounts due on the date of such sale. If the Bank elects not to sell any Liquidity Provider Bonds to the City in accordance with this Section 2.04(f), which election shall be irrevocable, notice of such election shall be given promptly to the City and from the date notice of such election is given by the Bank to the City interest on such Liquidity Provider Bonds shall thereafter accrue at the Bond Interest Rate. Any sale of a Liquidity Provider Bond by the Bank to the City pursuant to this Section 2.04(f) is without recourse to the Bank and without representation or warranty by the Bank of any kind.

Section 2.05 Fees. The City agrees to pay to the Bank such fees and expenses as set forth on the Fee Letter.

Section 2.06 General Provisions as to Payments. Notwithstanding any provision to the contrary contained herein, the City shall cause all amounts then due and payable to the Bank pursuant to this Agreement to be paid not later than 10:30 a.m. on the date when due in immediately available funds at the Principal Office of the Bank or at such other place as the Bank may designate in writing to the City. If any such amount is payable on a day that is not a Business Day, then such due date is extended to the next succeeding Business Day, and interest and Accrued Interest Fees for such Liquidity Provider Bond or such other amount shall continue to accrue during such extension. Any such amounts due to the Bank hereunder which are received by the Bank after 10:30 a.m. on the date when due shall, for the purpose of calculating interest or Accrued Interest Fees hereunder, be deemed to be received by the Bank on the next succeeding Business Day.

Section 2.07 Obligation by City to Purchase Liquidity Provider Bonds.

(a) The City shall purchase from the Bank each Liquidity Provider Bond on the date that is 90 days after the date such 2002C Bond became a Liquidity Provider Bond, as hereinafter provided in Section 2.07(c) below; provided, however, the purchase obligation of the City under this Section 2.07(a) may, at the written request of the City delivered to the Bank prior to the Termination Date, be paid in ten (10) consecutive, equal semi-annual installments of principal, such payments to commence on the next succeeding December 1 or June 1 following such written request by the City, whichever shall first occur, and continue on each December 1 and June 1 thereafter until fully paid. In any event, all principal and accrued and unpaid interest shall be due and payable on the date the tenth (10th) installment is due. The City shall also pay to the Bank interest on each Liquidity Provider Bond at a rate equal to the Liquidity Provider Rate, which shall be paid monthly in arrears on each Fee Payment Date and on the date the final principal installment is payable on a Liquidity Provider Bond as set forth above. The obligation of the Bank to permit the repayment of the purchase obligation in accordance with the preceding sentence is subject to the condition precedent that no Default or Event of Default shall exist hereunder.

(b) Notwithstanding anything herein to the contrary, each Liquidity Provider Bond payable in semi-annual installments as set forth in Section 2.07(a) above must be repaid in full

by the earliest of (i) the fifth anniversary of the date the Bank accepts the City's request to purchase such Liquidity Provider Bond in semi-annual installments, (ii) the date that an alternate liquidity facility for the 2002C Bonds is delivered to the Trustee and (iii) the date that the Commitment is permanently reduced to zero or this Agreement is otherwise terminated prior to the Expiration Date, including terminations pursuant to an Event of Default.

(c) The aggregate purchase price of each Liquidity Provider Bond purchased under Section 2.07(a) or (b) above shall be equal to the sum of: (i) the unpaid principal amount of such Liquidity Provider Bonds; (ii) all accrued but unpaid interest thereon at the Liquidity Provider Rate (calculated in accordance with the provisions of the Series Indenture applicable to Liquidity Provider Bonds) to the date of such purchase; and (iii) the Accrued Interest Fee, if any, accrued but unpaid on such Liquidity Provider Bonds to the date of such purchase. Any sale of a Liquidity Provider Bond pursuant to this Section 2.07 shall be without recourse to the Bank and without representation or warranty of any kind.

Section 2.08 Notice of Sale. The Bank agrees that it shall promptly notify the City of any sale by the Bank (other than a sale pursuant to Section 2.04(f) of this Agreement) of Liquidity Provider Bonds purchased by the Bank pursuant to this Agreement.

Section 2.09 Term of Agreement; Extensions of Term; Termination by City.

(a) The term of this Agreement begins on the Closing Date and ends on the Termination Date.

(b) The term of this Agreement is stated to expire, subject to earlier termination under certain circumstances, on the Expiration Date. Upon written request of the City, which must be received by the Bank not less than 120 days prior to the Expiration Date, the term of this Agreement may be extended in the discretion of the Bank for an additional term pursuant to a written agreement mutually acceptable to the City and the Bank. If the Bank determines not to extend the Expiration Date, the Bank shall endeavor in good faith to deliver a Notice of Non-Extension to the City at least 90 days before the Expiration Date, however, failure by the Bank to deliver a Notice of Non-Extension shall not obligate the Bank to extend the term of this Agreement or act as an extension thereof. The Bank may determine not to extend the term of this Agreement in its sole discretion and no course of dealing or other circumstance shall require the Bank to extend the term of this Agreement.

~~(c) This Agreement may be terminated (including any termination in connection with replacement of the Liquidity Facility in accordance with Section 4.07 of the Series Indenture) at any time at the written request of the City on satisfaction of all conditions specified in subsections (i) and (ii) below:~~

(i) the City has given not less than 90 days' prior written notice to the Bank, the Remarketing Agent, the Trustee and each Rating Agency that the City intends to terminate this Agreement; and

(ii) all amounts then owing to the Bank hereunder have been paid in full.

(d) If, in connection with a proposed conversion of the 2002C Bonds to a Non-Covered Rate pursuant to the Series Indenture, the City and the Bank fail to negotiate mutually agreeable amendments to this Agreement as described in Section 2.11 of this Agreement, the City, upon receipt of written notice from the Bank declining to amend this Agreement and provided all amounts owing to the Bank hereunder have been paid in full, may terminate this Agreement by giving 30 days' prior written notice to the Bank.

Section 2.10 Payments in Respect of Increased Costs.

(a) If at any time after the date hereof, and from time to time, the Bank determines that the adoption or modification of any applicable law, rule or regulation regarding taxation, the Bank's required levels of reserves, deposits, insurance or capital (including any allocation of capital requirements or conditions), or similar requirements (including without limitation, the laws, rules, regulations and requirements relating to the implementation of the Dodd-Frank Wall Street Reform and Consumer Protection Act or Basel III, regardless of the date enacted, adopted or issued, as applicable), or any interpretation or administration thereof by any governmental authority, central bank or comparable agency charged with any of such requirements, has or would have the effect of (i) increasing the Bank's costs relating to the obligations hereunder to a level above, or (ii) reducing the yield or rate of return of the Bank on the obligations hereunder to a level below, that which would have obtained but for the adoption or modification of any such requirements, the City shall, within 30 days of any request by the Bank, pay to the Bank, upon receipt from it of a written invoice setting forth the amount (and the calculations with respect thereto) which the Bank in good faith determines will compensate it for such increase in costs or reduction in yield or rate of return. The Bank will attempt to deliver any such invoice to the City within a reasonable period of time after the occurrence of any of the events described in this Section 2.10(a), but no failure by the Bank to immediately or promptly demand payment of any additional amounts payable hereunder shall constitute a waiver of the Bank's right to demand payment of such amounts at any subsequent time. Nothing herein contained shall be construed or so operate as to require the City to pay any interest, fees, costs or charges greater than is permitted by applicable law.

(b) If for any reason the City is charged with any amount pursuant to Section 2.10(a) of this Agreement as a result of an increase in a cost to or payment by the Bank or decrease in amount payable to the Bank, and any such cost to the Bank is subsequently reduced, any such amount receivable by the Bank is subsequently increased or any such required payment by the Bank is subsequently reduced, then the Bank will promptly so notify the City, and the amounts due thereafter to the Bank under said Section 2.10(a) shall be reduced by the amount of such reduction or increase; provided, however, that such amounts shall not be reduced below zero.

Section 2.11 Adjustment of Interest Commitment. If the City determines to convert the 2002C Bonds to a Non-Covered Rate pursuant to the Series Indenture, the City and the Bank may negotiate amendments to this Agreement, including amendments to increase the Interest Commitment and to increase any fees payable under this Agreement. Nothing in this Agreement, however, shall be construed as requiring either party to negotiate any such changes or to enter into any such amended agreement except upon terms agreeable to such party. If the City and the Bank fail to negotiate mutually agreeable amendments to this Agreement, the City may terminate this Agreement as provided in Section 2.09(d), of this Agreement.

Section 2.12 Remarketing of Liquidity Provider Bonds. The Bank expressly reserves the right to direct the Remarketing Agent to remarket Liquidity Provider Bonds to purchasers identified by the Bank.

ARTICLE III

CONDITIONS PRECEDENT

Section 3.01 Conditions Precedent. The obligation of the Bank to enter into this Agreement and extend the Expiration Date is subject to the following conditions precedent, which shall have been fulfilled to the satisfaction of the Bank and its counsel (the date when all such conditions are satisfied being referred to as the “**Extension Date**”) and if so fulfilled, this Agreement will become legally binding and the terms and provisions hereof shall become effective as of the Effective Date; provided that until the Effective Date, the terms and provisions of the Original Agreement shall remain in full force and effect:

(a) The Bank shall have received a certificate signed by the City’s Chief Financial Officer, dated the Extension Date certifying that (1) no Default or Event of Default has occurred and is continuing under the Original Agreement, (2) the representations and warranties set forth in Article IV hereof shall be true and correct on and as of the Extension Date with the same force and effect as if made on and as of such date, (3) the City is in compliance with the covenants set forth in Article V hereof as of the Extension Date and (4) since the Closing Date, no change, circumstance or event has occurred or exists which has had, or could reasonably be expected to have, a material adverse effect on the legality, validity, binding effect or enforceability against the City of the 2002C Bonds or this Agreement or the Original Agreement.

(b) All fees and expenses due and payable in accordance with the provisions of the Original Agreement shall have been paid and all legal fees incurred by the Bank in connection with this Agreement shall have been paid.

Section 3.02 Conditions Precedent on Each Date of Purchase. On each date on which 2002C Bonds are to be purchased by the Bank pursuant to Section 2.01 of this Agreement, no Event of Immediate Termination has occurred and is continuing.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES

Section 4.01 Representations and Warranties by City. The City respectively represents and warrants as follows:

(a) The City is a city duly organized, validly existing and in good standing under the laws of the State of North Carolina, has the power to enter into this Agreement and the Related Documents to which it is a party and has duly authorized the execution and delivery of this Agreement and the Related Documents to which it is a party.

(b) At one or more meetings of the governing body of the City that was duly called and at which a quorum was present and acting throughout, the governing body of the City duly approved such execution and delivery by the City.

(c) No further approval, authorization, consent or order of any public board or body (other than in connection or in compliance with the provisions of the securities or "Blue Sky" laws of any jurisdiction) is legally required with respect to the execution, delivery and performance by the City of this Agreement and the Related Documents to which the City is a party.

(d) The approval, execution and delivery by the City of this Agreement and the Related Documents to which it is a party and compliance with the provisions thereof, under the circumstances contemplated thereby and hereof, do not and will not conflict with, constitute a breach of or default under, or result in the creation of a lien on any property of the City (except as contemplated therein) pursuant to applicable law or any indenture, bond order, deed of trust; mortgage, agreement or other instrument to which the City is a party or by which the City is bound, or conflict with or violate any applicable law, administrative rule, regulation, judgment, court order or consent decree to which the City is subject.

(e) This Agreement and the Related Documents to which the City is a party are the valid and legally binding obligations of the City, enforceable against the City in accordance with their respective terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws or equitable principles relating to or limiting creditors' rights generally.

(f) All data, certificates, reports, statements, documents and other information furnished to the Bank by or on behalf of the City in connection with this Agreement and the Related Documents to which it is a party were, at the time the same were so furnished, correct in all material respects and did not contain any untrue statement of a material fact, and there has been no material adverse change in the condition of the City, financial or otherwise, subsequent thereto.

(g) The statements and information contained in the Official Statement with respect to the affairs of the City did not contain or include any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading as of the Closing Date. The financial statements of the City as set forth in Appendix A to the Official Statement, presented fairly the financial condition of the City as of the respective dates and the results of operations for the respective periods set forth therein and were prepared in accordance with generally accepted accounting principles consistently applied, except as otherwise noted therein.

(h) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, or before or by any court, public board or body, pending, or, to the best knowledge of the City, threatened against or affecting the City (or to the best of the City's knowledge is there any basis in fact therefor) wherein an unfavorable decision, ruling or finding could materially adversely affect the transactions contemplated by this Agreement or any of the Related Documents to which it is a party or which, in any way, could adversely affect the validity or enforceability of

this Agreement or any of the Related Documents to which it is a party or any other agreement or instrument to which the City is a party and which is used or contemplated for use in the consummation of the transactions contemplated by this Agreement and the Related Documents to which it is a party.

(i) The audited financial reports of the City for the fiscal year ended June 30, [2012], previously supplied to the Bank, present fairly the financial position of the City for the period specified, and such financial reports and statements have been prepared in conformity with generally accepted accounting principles consistently applied in all material respects for the period involved, except as may otherwise be stated in the notes, thereto. There are no material liabilities, direct or indirect, fixed or contingent, of the City that are not reflected in said financial statements or in the notes thereto, other than liabilities incurred subsequent to such date in the ordinary course of business or permitted by this Agreement. Since June 30, [2012], the date of the last annual audited financial statement of the City, there has been no material adverse change in the properties, business, condition (financial or other) or operations of the City, whether or not arising from transactions in the ordinary course of business.

(j) Except as set forth in or contemplated by the Official Statement, since June 30, [2012], there has been no material adverse change in the general affairs, financial position, results of operations or condition, financial or otherwise, of the City, and the City has not incurred liabilities that would materially affect the ability of the City to discharge its obligations under this Agreement and the Related Documents to which it is a party, direct or contingent.

(k) The City is not a party to any contract or agreement or subject to any charter or other restriction not disclosed in the Official Statement, including the financial statements of the City as set forth in Appendix A to the Official Statement, the performance of or compliance with which may have a material adverse effect on the financial condition or operations of the City.

(l) The City is not in violation of any provision of its charter and is not in default in the payment of the principal of or interest on or with respect to any of its Indebtedness or under any instrument under or subject to which any Indebtedness has been incurred; no event has occurred and is continuing that, with the lapse of time or the giving of notice or both, would constitute an event of default under any such instrument,

Section 4.02 Remaking of Representations and Warranties. Delivery by the Fiscal Agent or Trustee of the Purchase Certificate referred to in Section 2.02(a)(ii) of this Agreement shall be deemed to be a remaking by the City of the representations and warranties contained in Section 4.01(a), (d), (e) and (h) of this Agreement on and as of such date of delivery and a representation and warranty on such date that no Event of Default has occurred and is continuing on such date.

Section 4.03 Representations and Warranties by the Bank.

(a) The Bank is a national banking association duly organized, validly existing and in good standing under the laws of the United States of America, is not in violation of any provision of its organic documents or its bylaws, has power to enter into this Agreement and has duly authorized the execution and delivery of this Agreement.

(b) The execution, delivery and performance of this Agreement do not conflict with or result in a breach of the terms, conditions or provisions or any restriction of the Bank's organic documents or any agreement or instrument to which the Bank is now a party or by which the Bank is bound, or constitute a default under any of the foregoing, or result in the creation or imposition of any lien upon any of the property or assets of the Bank except as may be contemplated by this Agreement.

(c) No further approval, authorization, consent or order of any public board or body (other than in connection or in compliance with the provisions of the securities or "Blue Sky" laws of any jurisdiction) is legally required with respect to the execution, delivery and performance by the Bank of this Agreement.

(d) This Agreement is the valid and legally binding obligation of the Bank, enforceable against the Bank in accordance with its respective terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws or equitable principles relating to or limiting creditors' rights generally and, in the case of indemnity obligations, considerations of public policy.

(e) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, or before or by any court, public board or body, pending, threatened against or affecting the Bank (or to the best of the Bank's knowledge is there any basis therefor) wherein an unfavorable decision, ruling or finding could materially adversely affect the transactions contemplated by this Agreement or which, in any way, could adversely affect the validity or enforceability of this Agreement.

ARTICLE V

COVENANTS

So long as the Termination Date has not occurred or so long as the Bank holds Liquidity Provider Bonds purchased under this Agreement, the City agrees that it will, unless the Bank otherwise consents in writing, comply with the following covenants:

Section 5.01 Amendment of Related Documents. The City will not enter into or consent to any amendment or departure from the provisions of any of the Related Documents to which it is a party.

Section 5.02 Punctual Payment; Compliance with Other Agreements. The City will cause to be paid to the Bank any amounts which may become due to the Bank in accordance with the terms of this Agreement, and will faithfully observe and perform all of the conditions, covenants and requirements contained in this Agreement and the conditions, covenants and requirements on its part to be observed and performed under the Related Documents to which it is a party.

Section 5.03 Notice. The City will promptly give written notice to the Bank of the occurrence of a Default of which it is aware. Furthermore, the City will promptly give written notice to the Bank of any notice obtained by the City regarding any pending, proposed or

contemplated action or proceeding by any government, governmental agency or any other entity which, in the reasonable judgment of the City, could result in a challenge to the validity of this Agreement or to the enforceability of the obligations of the City hereunder or under the Related Documents to which it is a party.

Section 5.04 Visitation Rights. The City agrees to permit the Bank or any agents or representatives thereof at any reasonable time and from time to time to examine and make copies of and abstracts from its financial records, budgets and books of account (excluding any matters required by law to be kept confidential), to visit any of its facilities and to discuss its affairs, finances and accounts with any of the City's officers, officials or representatives. The City further agrees that the provisions of this Section 5.04 shall not in any way limit the rights of the Bank under Section 5.07 of this Agreement.

Section 5.05 Reporting Requirements. The City agrees to furnish to the Bank:

(a) as soon as available and in any event within 270 days after the end of each fiscal year, a copy of the audited financial statements of the City as of the end of such fiscal year and the notes thereto, in each case certified in a manner reasonably satisfactory to the Bank by independent certified public accountants approved by the Bank, which approval shall not be unreasonably withheld;

(b) concurrently with delivery of the financial statements specified in subsection (a) of this Section 5.05, a certificate dated as of the end of such fiscal year of the finance officer of the City stating that as of the date thereof no Event of Default has occurred and is continuing or exists, or if such an Event of Default has occurred and is continuing or exists, specifying in detail the nature and period of existence thereof and any action with respect thereto taken or contemplated to be taken by the City; and

(c) such other information respecting the condition or operations, financial or otherwise, of the City as the Bank may from time to time reasonably request.

Section 5.06 Compliance with Laws, Etc. The City agrees to comply in all material respects with all applicable laws, rules, regulations and orders of any governmental authority, noncompliance with which would materially and adversely affect its business or condition, such compliance to include, without limitation, paying before the same become delinquent all material taxes, assessments and governmental charges imposed upon it or upon its property, except to the extent compliance with any of the foregoing is then being contested in good faith.

Section 5.07 Keeping of Books. The City shall keep accurate records and accounts in which full and current entries shall be made of financial transactions and the assets and business of the City in accordance with generally accepted accounting principles applied on a consistent basis. Such records and accounts shall be open at all reasonable times to the inspection of the Bank and its agents and representatives.

Section 5.08 Tax Status. The City agrees not to take any action or consent to the taking of any action by others that will impair the exclusion from gross income for federal income tax purposes of the interest paid or payable with respect to the 2002C Bonds.

Section 5.09 The City's Knowledge of Certain Events. The City, within fifteen (15) Business Days after obtaining actual knowledge of the occurrence of any Default or Event of Default hereunder, or an event which would constitute such an Event of Default or Default hereunder or under any other material obligation of the City, or any material adverse change in the City's condition, financial or otherwise, will cause to be delivered to the Bank an Officer's Certificate specifying the nature thereof, the period of existence thereof and what action the City proposes to take with respect thereto.

Section 5.10 Payment of Obligations. The City agrees to pay when due (including any applicable grace period) all its material obligations and liabilities, except where the same may be contested in good faith and appropriate reserves for the accrual of same as required by generally accepted accounting principles are maintained.

Section 5.11 Taxes and ERISA. The City agrees to promptly pay, or cause to be paid, all taxes, assessments or other governmental charges levied on the City or its property or income and comply with all requirements of ERISA applicable to it.

Section 5.12 Additional Information; Further Assurances. The City will deliver to the Bank, in form and substance reasonably satisfactory to the Bank, such information as the Bank may reasonably request. The City shall cooperate with the Bank and execute such further instruments and documents as the Bank shall reasonably request to carry out to the Bank's satisfaction the transactions contemplated by this Agreement.

Section 5.13 Liquidity Provider Bond Rating. The City shall, upon the request of the Bank, (a) deliver to the Bank within five (5) Business Days of such request evidence satisfactory to it that a CUSIP number has been obtained and reserved from Standard & Poor's CUSIP Service Bureau, as division of The McGraw-Hill Companies, Inc., for the Liquidity Provider Bonds and (b) use its best efforts to obtain from at least one Rating Agency, a rating specifically assigned to such Liquidity Provider Bonds (and their related CUSIP Number) of not less than "BBB-/Baa3", and the City will at all times maintain such rating.

ARTICLE VI

EVENTS OF DEFAULT

Section 6.01 Events of Default. Each of the following is an "Event of Default" under this Agreement:

- (a) principal or interest with respect to any 2002C Bond (including any Liquidity Provider Bond) is not paid when due; or
- (b) principal, sinking fund installments or interest with respect to any other Bonds (as defined in the General Indenture) authenticated and outstanding under the General Indenture is not paid when due; or
- (c) a final and non-appealable order of a court or a final and non-appealable finding of a governmental agency having jurisdiction is entered to the effect that any payment provision of this Agreement is not valid and binding on the City under applicable law, or the City denies

that it has any further liability or obligation under this Agreement or any other Related Document (excluding for this purpose, the Remarketing Agreement) to which it is a party; or

(d) the City files any petition or action for relief under any bankruptcy, reorganization, insolvency or moratorium law, or any other law or laws in relief of or relating to debtors or any such petition or action shall be filed against the City and, in the case of any such petition or action filed against the City, such petition or action (i) results in the entry of an order for relief or (ii) continues undismissed or pending and unstayed for a period of ninety (90) consecutive days; or

(e) each Rating Agency assigns a long-term rating to the 2002C Bonds which is below investment grade (as specified by such Rating Agency) or each Rating Agency withdraws or suspends, for credit related reasons, the long-term rating for the 2002C Bonds; or

(f) entry of any final and non-appealable judgment or order in an amount in excess of \$25,000,000 payable from the general funds of the City or rendered against the City or any property of the City and such judgment or order shall continue unsatisfied and unstayed for a period of 60 days or such longer period as may be required by such judgment or order; or

(g) (i) the City fails to perform in all material respects any of the terms, condition; covenants or agreements required to be performed by the City hereunder, or (ii) a material default (other than a failure described in subsection (a)) occurs under any Related Document as it exists on the date hereof, and in either such case such failure or default continues uncured for a period of 30 days after the City has been given notice thereof by the Bank); provided such 30-day cure period may be extended up to 30 days so long as such default is not reasonably capable of being cured in 30 days and the City commences and diligently pursues such cure; or

(h) the City fails to pay (i) when due, any amount due under the Fee Letter pursuant to Section 2.05, or (ii) within 5 days after written notice to the City from the Bank, any other amount payable under this Agreement; or

(i) the City fails to purchase Liquidity Provider Bonds from the Bank on the dates and in the amounts required by Section 2.07 of this Agreement; or

(j) any representation or warranty made or deemed made by the City herein or in any Related Document to which it is a party or representation or warranty made or deemed made by the City in any other document, certificate or instrument delivered hereunder proves to have been untrue or incomplete in any material respect when made or deemed made; or

(k) the long-term credit rating assigned to the 2002C Bonds by any Rating Agency then maintaining a rating on the 2002C Bonds is withdrawn or suspended; or

(l) any Rating Agency assigns a long-term rating to the 2002C Bonds which is below investment grade (as specified by such Rating Agency).

Section 6.02 Remedies. On the occurrence of an Event of Default and unless the Bank agrees in writing to waive such Event of Default, the Bank may:

(a) Upon the occurrence of an Event of Default as specified in Section 6.01(a) through (f) hereof, the obligation of the Bank to purchase 2002C Bonds will immediately terminate without notice or demand and thereafter the Bank will be under no obligation to purchase 2002C Bonds. Promptly after the Bank receives written notice of any such Event of Default, the Bank will give written notice of the same to the Trustee, the City, each Rating Agency, the LGC and the Remarketing Agent; provided, however, that the Bank will incur no liability or responsibility whatsoever by reason of its failure to give such notice and such failure will in no way affect the termination of the Bank's obligation to purchase 2002C Bonds pursuant to this Agreement. The Trustee or the Remarketing Agent will, in accordance with the terms of the Series Indenture, immediately notify all holders of 2002C Bonds of the termination of the Bank's obligation to purchase 2002C Bonds.

(b) In the case of the occurrence of any Event of Default specified in Sections 6.01(g) through (l) hereof, the Bank may terminate its obligation under this Agreement by giving written notice to the City, the Trustee, each Rating Agency, the LGC and the Remarketing Agent, specifying the date on which this Agreement shall terminate, which shall be a Business Day not less than 60 days from the date notice was received by the Trustee, and at 5:00 p.m. on the specified termination date, the Bank shall be under no further obligation to fund the purchase of any 2002C Bonds under this Agreement and this Agreement will terminate.

(c) In addition to the rights and remedies set forth in Sections 6.02(a) and (b) hereof, in the case of the occurrence of any Event of Default specified in Section 6.01 hereof, (i) upon the election of the Bank all accrued and unpaid interest and commitment fees, Accrued Interest Fees and other fees, if any, and all other amounts then owing by the City to the Bank hereunder (other than payments of principal and interest on the 2002C Bonds) shall become immediately due and payable without presentment, demand, protest or notice of any kind, all of which are hereby expressly waived by the City, (ii) the Bank may exercise, at any time and from time to time, any and all rights of the Bank as a 2002C Bond holder or otherwise; and (iii) the Bank shall have all the rights and remedies available to it under this Agreement, including the Related Documents to which it is a party, or otherwise provided at law or equity, including, without limitation, specific performance.

ARTICLE VII

MISCELLANEOUS

~~*Section 7.01 Amendments, Etc.*~~ No amendment or waiver of any provision of this Agreement or consent to any departure by either party hereto therefrom is effective unless it is in writing and signed by both parties to this Agreement, and then such waiver or consent is effective only specific instance and for the specific purpose for which given.

Section 7.02 Notices. Except as expressly provided for herein, all notices and other communications provided for hereunder shall be in writing (including telegram, telecopier or other telecommunication device) and mailed, telegraphed, telecopied or delivered to each party at the address or telecopy number specified for such party on Exhibit C attached to this Agreement or at such other address or telecopy number as shall be designated in the Series Indenture or by such party in a written notice to the other party. All such notices and other

communications shall be effective (i) if given by certified or registered mail, the third Business Day after such notice or other communication is deposited in the mails with the requisite postage prepaid and (ii) in all other cases, when received.

Section 7.03 No Waiver: Remedies. No failure on the part of either party hereto to exercise, and no delay in exercising, any right hereunder operates as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

Section 7.04 Indemnification. The City hereby agrees, to the extent permitted by law, to indemnify and hold harmless the Bank from and against any and all claims, damages, losses, liabilities, reasonable costs or expenses whatsoever which the Bank may incur (or which may be claimed against the Bank by any person or entity whatsoever) by reason of or in connection with (a) the execution and delivery of or payment or failure to pay under, this Agreement, (b) the execution, delivery and sale of the 2002C Bonds, including without limitation any of the foregoing resulting from any misstatement or omission in the Official Statement (other than under the caption heading "THE LIQUIDITY FACILITY" and other than in Appendix D), or (a) any action or proceeding relating to a court order, injunction or other process or decree restraining or seeking to restrain the Bank from paying any amount under this Agreement; provided that the City is not required to indemnify the Bank for any claims, damages, losses, liabilities, costs or expenses to the extent, but only to the extent, caused by (a) the gross negligence or willful misconduct of the Bank or (b) the Bank's failure to purchase 2002C Bonds hereunder after the presentation to it by the Fiscal Agent or Trustee of a certificate strictly complying with the terms and conditions hereof, any other document required under Article II, and any accompanying certificates that comport with the requirements for transfer stated in the 2002C Bonds. Nothing in this Section 7.04 is intended to limit the obligations of the City under this Agreement. If any action is brought against the Bank in respect of which indemnity may be sought against the City, the Bank shall promptly notify the City in writing, and the City shall promptly assume the defense thereof, including the employment of counsel, the payment of all expenses and the right to negotiate and consent to settlement. The Bank has the right to employ separate counsel in any such action and to participate in the defense thereof, and the reasonable fees and expenses of such counsel shall be at the expense of the Bank unless the named parties to any such action (including any impleaded parties) include both the City and the Bank and representation of the City and the Bank by the same counsel would be inappropriate due to actual or potential differing interests between them, in which case the reasonable fees and expenses of such counsel shall be at the expense of the City. The City shall not be liable for any settlement of any such action effected without its consent by the Bank, but if settled with the consent of the City or if there is a final judgment for the plaintiff in any such action against the City or the Bank, with or without the consent of the City, the City agrees to indemnify and hold harmless the Bank to the extent provided herein.

Section 7.05 Continuing Obligation. This Agreement is a continuing obligation and is (a) binding on the parties hereto, their successors and assigns, and (b) inures to the benefit of and is enforceable by the parties hereto and their successors and assigns; provided that, neither party hereto may assign all or any part of this Agreement without the prior written consent of the other party hereto and each Rating Agency. Notwithstanding the foregoing sentence of this Section

7.05, the Bank may sell participations in all or a portion of its rights and obligations hereunder to one or more banks or trust companies, each of which is organized under the laws of the United States of America or any state thereof and has combined capital and surplus of at least \$100,000,000, and, in connection with any such sale of a participation, the Bank (i) shall remain responsible for the performance of its obligations hereunder and the City shall continue to deal solely and directly with the Bank in connection with its rights and obligations under this Agreement and (ii) may disclose to the participant or proposed participant any information relating to the City furnished to the Bank by or on behalf of the City.

Section 7.06 Liability of the Bank. Neither the Bank nor any of its officers or directors are liable or responsible for (a) any acts or omissions of the Fiscal Agent, Trustee or the Remarketing Agent in connection with the purchase of the 2002C Bonds; (b) the validity, sufficiency or genuineness of documents, even, if such documents should in fact prove to be in any or all respects invalid, insufficient, fraudulent or forged; or (c) any other circumstance whatsoever in making or failing to make payment hereunder, except only that the Bank is liable to the extent, but only to the extent, of any direct, as opposed to consequential, damages which were caused by (i) the Bank's gross negligence or willful misconduct or (ii) the Bank's failure to purchase 2002C Bonds hereunder after the presentation to it by the Fiscal Agent or Trustee of a certificate strictly complying with the terms and conditions hereof, any other document required under Article and any accompanying certificates that comport with the requirements for transfer stated in the 2002C Bonds.

Section 7.07 Costs, Expenses and Taxes. The City agrees to pay or cause to be paid on demand all reasonable out-of-pocket expenses of the Bank, including fees and disbursements of counsel, in connection with; (i) the preparation, execution, delivery, filing and administration of this Agreement, the Related Documents to which it is a party and otherwise in connection with the initial execution and delivery of the 2002C Bonds, (ii) any amendments, supplements, consents or waivers hereto or thereto, and (iii) an Event of Default under this Agreement, or any default or event of default by the City under the 2002C Bonds, any of the Related Documents to which it is a party or any other documents which may be delivered in connection herewith or therewith. In addition, the City shall pay any and all taxes, fees, costs or expenses payable or determined to be payable in connection with the execution, delivery, filing and recording of this Agreement and such other documents and agree, to the extent permitted by law, to save the Bank harmless from and against any and all liabilities with respect to or resulting from any delay in paying or omission to pay such taxes, fees, costs or expenses. It is the intention of the parties hereto that the City shall pay amounts referred to in this Section 7.07 directly. If the Bank pays any of the amounts referred to in this Section 7.07, directly, the City will reimburse the Bank for such advances and interest on such advance shall accrue until reimbursed at the Default Rate.

Section 7.08 Severability. Any provision of this Agreement which is prohibited, unenforceable or not authorized in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability or nonauthorization without invalidating the remaining provisions hereof or affecting the validity, enforceability or legality of such provision in any other jurisdiction.

Section 7.09 Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State.

Section 7.10 Headings. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

Section 7.11 Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original with the same effect as if the signatures thereto and hereto were upon the same instrument.

Section 7.12 Additional Indemnification. In addition to and not in limitation of Section 7.04 of this Agreement, the City hereby agrees, to the extent permitted by law, to indemnify and hold harmless the Bank from and against any and all claims, damages, losses, liabilities, reasonable costs or expenses whatsoever which the Bank may incur (or which may be claimed against the Bank by any person or entity whatsoever) by reason of or in connection with any claim that the Bank is or was not the legal and equitable owner of any 2002C Bond for which purchase moneys were supplied by the Bank hereunder. It is the intention of the parties that as to any 2002C Bond as to which any such claim is made the Bank shall receive amounts equal to, and on the same dates as, the amounts which it would receive under this Agreement or any Related Document with respect to such 2002C Bond as the owner or registered owner thereof, and that such 2002C Bond shall for all purposes be considered a 2002C Bond purchased by the Bank hereunder. The liability of the City to the Bank under this Section 7.12 shall accrue immediately on assertion by any party whatsoever of any claim under or on account of said 2002C Bond irrespective of the manner or procedure in or which said assertion is made. If any action is brought against the Bank in respect of which indemnity may be sought against the City, the Bank shall promptly notify the City in writing, and the City shall promptly assume the defense thereof, including the employment of counsel, the payment of all expenses and the right to negotiate and consent to settlement. The Bank has the right to employ separate counsel in any such action (in which case the City may discharge any counsel previously employed by it to defend such action) and to participate in the defense thereof, and the reasonable fees and expenses of all such counsel shall be at the expense of the Bank unless the named parties to any such action (including any impleaded parties) include both the City and the Bank and representation of both the City and the Bank by the same counsel would be inappropriate due to actual or potential differing interests between them, in which case the reasonable fees and expenses of such counsel shall be at the expense of the City. The City shall not be liable for any settlement of any such action effected without their consent by the Bank, but if settled with the consent of the City or if there be a final judgment for the plaintiff in any such action against the City or the Bank, with or without the consent of the City, the City agrees to indemnify and hold harmless the Bank to the extent provided herein.

Section 7.13 Covenants of City not Covenants of Officials Individually. No covenant, stipulation, obligation or agreement contained herein shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, agent, officer, council member, official or employee of the City in his or her individual capacity, and neither the members of the City Council of the City nor any other officer or employee of the City is subject to any personal liability or accountability by reason of the execution and delivery of this Agreement.

Section 7.14 Right of Set-Off. In addition to any rights now or hereafter granted under applicable law and not by way of limitation of any such rights, during the continuance of any Event of Default hereunder the Bank is hereby authorized at any time and from time to time, without notice to the City or to any other person or entity, any such notice being hereby expressly waived by the City, to set-off and to appropriate and apply any and all deposits (general or special) and any other indebtedness at any time held or owing by the Bank to or for the credit or the account of the City against and on account of the obligations of the City, irrespective of whether or not the Bank shall have made any demand hereunder and although said obligations, liabilities or claims, or any of them, shall be contingent or unmatured.

Section 7.15 No Advisory or Fiduciary Role. The City acknowledges and agrees that: (i) the transaction contemplated by this Agreement is an arm's length, commercial transaction between the City and the Bank in which Bank is acting solely as a principal and is not acting as a municipal advisor, financial advisor or fiduciary to the City; (ii) Bank has not assumed any advisory or fiduciary responsibility to the City with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether Bank has provided other services or is currently providing other services to the City on other matters); (iii) the only obligations Bank has to the City with respect to the transaction contemplated hereby expressly are set forth in this Agreement; and (iv) the City has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate.

Section 7.16 Trustee's Execution. The Trustee is executing this Agreement to acknowledge receipt thereof, and to confirm its obligations with respect to this Agreement as set forth in the Series Indenture. Nothing contained herein shall obligate the Trustee to take any action with respect to this Agreement or the 2002C Bonds except as specifically set forth in the Series Indenture or the General Indenture.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of November 16, 2012.

BANK OF AMERICA, N.A.

By: _____
R. Brooks Scurry
Vice President

**CITY OF CHARLOTTE, NORTH
CAROLINA**

By: _____
Name: _____
Title: _____

U.S. BANK NATIONAL ASSOCIATION

By: _____
Name: _____
Title: _____

EXHIBIT A

PURCHASE CERTIFICATE

The undersigned, a duly authorized officer of U.S. Bank National Association (the "*Fiscal Agent*"), in its capacity as Fiscal Agent for the Variable Rate Water and Sewer System Revenue Refunding Bonds, Series 2002C (the "*2002C Bonds*") hereby certifies to Bank of America, N.A. (the "*Bank*"), with reference to the Amended and Restated Standby Bond Purchase Agreement (as amended from time to time, the "*Agreement*"; any capitalized term used herein and not otherwise defined herein has its respective meaning as set forth in the Agreement) dated as of November 16, 2012, between the City of Charlotte, North Carolina, U.S. Bank National Association, as trustee, and the Bank, that:

- (1) The Fiscal Agent is the Fiscal Agent under the Series Indenture relating to the 2002C Bonds.
- (2) 2002C Bonds in the principal amount of \$ _____ have been delivered or deemed delivered to the Fiscal Agent in accordance with the provisions of the 2002C Bonds and the Series Indenture. Accrued but unpaid interest on the 2002C Bonds at the Bond Interest Rate in the amount of \$ _____ is payable by the Bank on the purchase of such 2002C Bonds.
- (3) If the 2002C Bonds are not held under a book-entry system, the 2002C Bonds are endorsed in blank or accompanied by documents of transfer satisfying the requirements of the Series Indenture or are registered in the name of the Bank or its agent or custodian in accordance with the terms of the Series Indenture.
- (4) If the 2002C Bonds are held pursuant to a book-entry system, the 2002C Bonds have been registered in the name of the Bank pursuant to the terms of the Series Indenture.
- (6) The total amount set forth in this Purchase Certificate representing the purchase price of the 2002C Bonds pursuant to paragraph (2) hereof is \$ _____ and was computed in accordance with the terms and conditions of the 2002C Bonds and the Series Indenture.
- (7) ~~The Fiscal Agent has no other funds available to purchase the 2002C Bonds hereby tendered to the Bank.~~
- (8) The purchase price referred to in paragraph (6) should be delivered by wire transfer as follows:

IN WITNESS WHEREOF, the Fiscal Agent has executed and delivered this certificate as of the day of _____, _____.

U.S. BANK NATIONAL ASSOCIATION, as Fiscal Agent

By: _____
Title: _____

EXHIBIT B

FISCAL AGENT'S CERTIFICATE
FOR TERMINATION OF COMMITMENT
(CONVERSION OF 2002C BONDS TO NON-COVERED RATE)

The undersigned, U.S. Bank National Association (the "*Fiscal Agent*"), as Fiscal Agent under that certain Series Indenture, dated as of August 1, 2002 (the "*Series Indenture*"), by and between the City of Charlotte, North Carolina (the "*City*"), and US Bank, National Association, as Trustee, certifies to Bank of America, N.A. (the "*Bank*"), with reference to the Amended and Restated Standby Bond Purchase Agreement (as amended from time to time, the "*Agreement*") dated as of November 16, 2012 among the City, the Trustee and the Bank, that the Interest Rate Determination Method with respect to all of the 2002C Bonds has been converted to a Non-Covered Rate (as defined in the Agreement). Upon receipt of this Certificate and subsequent to the mandatory purchase of Series 2002C Bonds required under the Series Indenture in connection with such termination, the obligation of the Bank to purchase 2002C Bonds under the Agreement shall terminate.

IN WITNESS WHEREOF the Fiscal Agent has executed and delivered this Certificate as of the ____ day of _____, ____.

U.S. BANK NATIONAL ASSOCIATION, as Fiscal Agent

By: _____
Title: _____

EXHIBIT C

NOTICES

City: City of Charlotte, North Carolina
600 East Fourth Street
Charlotte, North Carolina 28202
Attention: Director of Finance
Telephone: (704) 336-5885
Facsimile: (704) 336-6012

Remarketing Agent: Merrill Lynch, Pierce, Fenner and Smith Incorporated
121 West Trade Street, Floor ____
NC1-005-12-03
Charlotte, North Carolina 28255
Attention: Short Term Trading
Facsimile: (704) 388-0393

Bank: Bank of America, N.A.
214 North Tryon Street NC1-027-21-01
Charlotte, North Carolina 28255
Attention: R. Brooks Scurry
Telephone: (980) 386-5452
Facsimile: (980) 386-6668

Trustee: U.S. Bank National Association
EX-NC-WSTC
214 North Tryon Street
Hearst Tower, 27th Floor
Charlotte, North Carolina 28202
Attention: Patrick Teague, Account Manager
Telephone: (704) 335-4559
Facsimile: (704) 335-4676

SUPPLEMENT TO OFFICIAL STATEMENT DATED DECEMBER ___, 2012

relating to

\$108,390,000

CITY OF CHARLOTTE, NORTH CAROLINA

Variable Rate Water and Sewer System Refunding Revenue Bonds, Series 2002C
CUSIP # 161045EL9

Price: 100%

Due: June 1, 2025

The purpose of this Supplement is to provide information concerning the above-referenced bonds (the "2002C Bonds"), of which \$101,890,000 is currently outstanding, in connection with the extension and amendment of the Liquidity Facility for and subsequent remarketing of the 2002C Bonds. This Supplement amends and supplements the Official Statement dated August 1, 2002 that sets forth the terms of the 2002C Bonds and which can be found at <http://emma.msrb.org/MS195786-MS171094-MD331429.pdf> and is hereby incorporated by reference (the "Official Statement"). This Supplement, which provides information about the amendments to the Liquidity Facility and updated information about the City, should be read in conjunction with the Official Statement. All capitalized terms not otherwise defined herein have the meaning set forth in the Official Statement.

The 2002C Bonds bear interest at the Weekly Rate. The Weekly Rate for the 2002C Bonds is determined by Merrill Lynch, Pierce, Fenner and Smith Incorporated as the Remarketing Agent. The Official Statement and this Supplement generally describe the 2002C Bonds only while bearing interest at the Weekly Rate. Prospective purchasers of the 2002C Bonds bearing interest at rates other than the Weekly Rate should not rely on this Supplement.

The existing Standby Bond Purchase Agreement, as previously amended (the "Original Liquidity Facility"), with Bank of America, N.A. (the "Liquidity Facility Provider"), which provides for the payment of the purchase price of the 2002C Bonds that are tendered for purchase and not remarketed, expires on January 4, 2013. The Liquidity Facility Provider has agreed to extend the Original Liquidity Facility in accordance with an Amended and Restated Standby Bond Purchase Agreement dated as of November 16, 2012 (the "Amended and Restated Liquidity Facility") among the City, the Liquidity Facility Provider and the Trustee. The Amended and Restated Liquidity Facility becomes effective on January 4, 2013 and incorporates certain amendments that may be material to the Owners of the 2002C Bonds, including the addition of two immediate termination events, that are described in this Supplement. The Amended and Restated Liquidity Facility will expire, unless extended or terminated earlier in accordance with its terms, on December 1, 2015.

THE 2002C BONDS WILL NOT BE SUBJECT TO MANDATORY TENDER IN CONJUNCTION WITH THE DELIVERY OF THE AMENDED AND RESTATED LIQUIDITY FACILITY; HOWEVER, THE 2002C BONDS MAY BE OPTIONALLY TENDERED BY THE OWNERS OF THE 2002C BONDS BEFORE OR AFTER THE EFFECTIVE DATE OF THE AMENDED AND RESTATED LIQUIDITY FACILITY AS DESCRIBED IN THE OFFICIAL STATEMENT.

The 2002C Bonds and all other Bonds Outstanding under the General Indenture, are special obligations of the City, secured solely by the pledge of Net Revenues of the City's Water and Sewer System, except to the extent payable from proceeds of the 2002C Bonds, certain investment earnings and certain net insurance and other proceeds. Neither the credit nor the taxing power of the City or the State of North Carolina (the "State") or any of the State's political subdivisions is pledged for the payment of the principal of, premium if any, or interest on the 2002C Bonds. No Owner of the 2002C Bonds has the right to compel the exercise of the taxing power of the State, the City or any of the State's political subdivisions or the forfeiture of any of their respective properties in connection with any default on the 2002C Bonds. The principal of and premium, if any, and interest on the 2002C Bonds are payable solely from the Net Revenues pledged by the City and neither the State, the City nor any of the State's political subdivisions is obligated to pay the principal of, premium, if any, or interest on the 2002C Bonds except from such Net Revenues. See "SECURITY AND SOURCES OF PAYMENT" in the Official Statement.

BofA Merrill Lynch
as Remarketing Agent

No dealer, broker, salesman or other person has been authorized to give any information or to make any representation other than as contained in this Supplement, and if given or made, such other information or representation must not be relied upon. This Supplement does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the 2002C Bonds by any person in any jurisdiction in which it is not lawful for such person to make such offer, solicitation or sale. The information set forth herein has been obtained from the City and other sources that are deemed to be reliable.

Neither the 2002C Bonds nor the Indentures have been registered or qualified with the Securities and Exchange Commission. The registration or qualification of the 2002C Bonds and the Indentures in accordance with applicable provisions of securities laws of the states in which the 2002C Bonds have been registered or qualified, and the exemption from registration or qualification in other states, shall not be regarded as a recommendation thereof.

In making an investment decision, investors must rely on their own examination of the City and the terms of the offering, including the merits and risks involved. These securities have not been recommended by any federal or state securities commission or regulatory authority. Furthermore, the foregoing authorities have not confirmed the accuracy or determined the adequacy of this document. Any representation to the contrary is a criminal offense.

All quotations from and summaries and explanations of laws and documents herein do not purport to be complete, and reference is made to such laws and documents for full and complete statements of their provisions. Any statements made involving estimates or matters of opinion, whether or not expressly so stated, are intended merely as estimates or opinions and not as representations of fact. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Supplement nor any sale of the 2002C Bonds shall under any circumstances create any implication that there has been no change in the affairs of the City since the date hereof.

The Remarketing Agent has provided the following sentence for inclusion in this Supplement. The Remarketing Agent has reviewed the information in this Supplement in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Remarketing Agent does not guarantee the accuracy or completeness of such information.

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SUPPLEMENT TO OFFICIAL STATEMENT

supplementing the Official Statement dated August 1, 2002

relating to

\$108,390,000

CITY OF CHARLOTTE, NORTH CAROLINA

Variable Rate Water and Sewer System Refunding Revenue Bonds, Series 2002C

CUSIP # 161045EL9

INTRODUCTION

The purpose of this Supplement is to provide information concerning the City of Charlotte, North Carolina (the "City") Variable Rate Water and Sewer Refunding Revenue Bonds, Series 2002C (the "2002C Bonds"), of which \$101,890,000 is currently outstanding, in connection with the extension and amendment of the Liquidity Facility for and subsequent remarketing of the 2002C Bonds. This Supplement amends and supplements the Official Statement dated August 1, 2002 that sets forth the terms of the 2002C Bonds and which can be found at <http://emma.msrb.org/MS195786-MS171094-MD331429.pdf> and is hereby incorporated by reference (the "Official Statement").

The 2002C Bonds were issued on August 8, 2002 under and are secured by a General Indenture dated as of November 1, 1996, as heretofore amended, between the City and First Union National Bank of North Carolina (the successor of which is U.S. Bank National Association), as trustee (the "Trustee"), and Series Indenture, Number 6, dated as of August 1, 2002 between the City and the Trustee.

In conjunction with the issuance of the 2002C Bonds, the City entered into a Standby Bond Purchase Agreement, as amended (the "Original Liquidity Facility"), with Bank of America, N.A. (the "Liquidity Facility Provider") to provide for the payment of the purchase price of the 2002C Bonds that are tendered for purchase and not remarketed. The Original Liquidity Facility expires on January 4, 2013. The Liquidity Facility Provider has agreed to extend the Original Liquidity Facility in accordance with an Amended and Restated Standby Bond Purchase Agreement dated as of November 16, 2012 (the "Amended and Restated Liquidity Facility") among the City, the Liquidity Facility Provider and the Trustee. The Amended and Restated Liquidity Facility becomes effective on January 4, 2013 and incorporates certain amendments that may be material to the Owners of the 2002C Bonds, including the addition of two immediate termination events, that are described in this Supplement. The Amended and Restated Liquidity Facility will expire, unless extended or terminated earlier in accordance with its terms, on December 1, 2015.

CERTAIN EVENTS OF DEFAULT UNDER THE AMENDED AND RESTATED LIQUIDITY FACILITY MAY PERMIT THE LIQUIDITY FACILITY PROVIDER TO AUTOMATICALLY TERMINATE, WITHOUT NOTICE, ITS OBLIGATION TO PURCHASE 2002C BONDS THAT ARE TENDERED FOR PURCHASE AND, IF THAT OCCURS, FUNDS MAY NOT BE AVAILABLE TO PURCHASE TENDERED 2002C BONDS. See the caption "THE LIQUIDITY FACILITY" herein.

The Official Statement contains, among other things, descriptions of the 2002C Bonds and the Indentures, and constitutes an integral part of this Supplement and must be read in conjunction herewith. All information in the Official Statement is subject to the more recent information contained or referenced in this Supplement Circular. All capitalized terms not otherwise defined herein have the meaning set forth in the Official Statement.

The 2002C Bonds and all other Bonds Outstanding under the General Indenture, are special obligations of the City, secured solely by the pledge of Net Revenues of the City's Water and Sewer System, as further described in the Official Statement.

THE WATER AND SEWER SYSTEM AND THE CITY

On August 3, 2011, the City issued its \$93,390,000 Water and Sewer System Revenue Refunding Bonds, Series 2011 (the "2011 Bonds"). The Official Statement dated July 21, 2011 related to the 2011 Bonds contains recent information about the City's Water and Sewer System and can be found at <http://emma.msrb.org/EA466325-EA361365-EA757386.pdf> and is hereby incorporated by reference (the "2011 Official Statement"). In addition, the City provides annual continuing disclosure about the City and the Water and Sewer System on the Electronic Municipal Market Access (commonly known as "EMMA") system indexed under the CUSIP number for the 2002C Bonds. The continuing disclosure material for the 2002C Bonds can currently be found at <http://emma.msrb.org/IssueView/IssueDetails.aspx?id=MS273839> and such information is hereby incorporated by reference. The information about the Water and Sewer System contained in the Official Statement is superceded by the information contained in the 2011 Official Statement and the continuing disclosure information about the Water and Sewer System referenced above.

The City is a frequent issuer of bonds and certificates of participation and publishes official statements related to such issues that provide updated information about the City. The most recent updated information about the City is contained in an Official Statement dated October 25, 2012 relating to its \$20,585,000 Storm Water Fee Revenue Refunding Bonds, Series 2012 (the "Storm Water Official Statement") which can be found at <http://emma.msrb.org/ER627667-ER486487-ER889367.pdf>. The information about the City contained in the Official Statement and in Appendix A to the Official Statement is superceded by the information contained under the heading "THE CITY OF CHARLOTTE" and in Appendix A, the City's audited financial statements, in the Storm Water Official Statement (no other information in the Storm Water Official Statement is relevant to the 2002C Bonds).

THE LIQUIDITY FACILITY

The Amended and Restated Liquidity Facility amends certain provisions of the Original Liquidity Facility as described under the heading "THE LIQUIDITY FACILITY" in the Official Statement, including the term of the commitment, the City's obligation to repurchase the 2002C Bonds and the addition of two events of default on the occurrence of which Bank may terminate the Liquidity Facility without notice to the Owners of the 2002C Bonds (described under (e) and (f) in the subheading "EVENTS OF DEFAULT" below).

The following information replaces and supercedes the information under the heading "THE LIQUIDITY FACILITY" in the Official Statement.

GENERAL

Pursuant to the Liquidity Facility, the Bank has agreed, subject to the terms and conditions stated therein, to purchase 2002C Bonds (excluding any Liquidity Provider Bonds) from time to time on the Optional Tender Date or Mandatory Repurchase Date at the purchase price specified in Series Indenture,

Number 6 in the event remarketing proceeds are not available for such purchase. The Liquidity Facility will be held by the Trustee.

The Liquidity Facility secures only payment of the purchase price of 2002C Bonds tendered for purchase as described above, and does not otherwise secure payment of the principal of, premium, if any, or interest on the 2002C Bonds. The Liquidity Facility is subject to termination, in some cases without prior notice, as described herein.

The Bank is not obligated to purchase 2002C Bonds pursuant to the Liquidity Facility upon the occurrence of certain events of default, as described below and, therefore, funds may not be available to fund the purchase of 2002C Bonds tendered or deemed tendered for purchase under such circumstances.

The Bank's obligation to purchase 2002C Bonds under the Liquidity Facility is not a deposit and is not insured by the Federal Deposit Insurance Corporation or any other governmental agency.

COMMITMENT TO PURCHASE 2002C BONDS

Pursuant to the Liquidity Facility, the Bank agrees under certain circumstances to purchase 2002C Bonds tendered or deemed tendered for purchase on an Optional Tender Date or Mandatory Repurchase Date if the purchase price thereof has not otherwise been provided through remarketing proceeds.

Term of Commitment. The Bank's commitment to purchase 2002C Bonds under the Liquidity Facility continues until December 1, 2015, unless a later date is agreed to in writing by the City and the Bank. The Bank may determine not to extend the term of the Liquidity Facility in its sole discretion and no course of dealing or other circumstance will require the Bank to extend the term of the Liquidity Facility. The Liquidity Facility may be terminated at any time at the written request of the City on satisfaction of the following conditions: (i) the City has given not less than 90 days' prior written notice to the Bank, the Remarketing Agent, the Trustee and each Rating Agency (as defined in the Liquidity Facility) that the City intends to terminate the Liquidity Facility and (ii) all amounts then owing to the Bank thereunder have been paid in full. The Liquidity Facility may be terminated by the City by giving 30 days prior written notice to the Bank if, in connection with a proposed conversion of the 2002C Bonds to a Non-Covered Rate pursuant to Series Indenture, Number 6 (i) the City and the Bank fail to negotiate mutually agreeable amendments to the Liquidity Facility and (ii) all amounts then owing to the Bank thereunder have been paid in full.

Upon the occurrence of an "Event of Default" described in the Liquidity Facility, the Bank's obligation to purchase 2002C Bonds may be terminated in accordance with the terms of the Liquidity Facility. Upon the occurrence of certain Events of Default, the Bank's obligation to purchase 2002C Bonds terminates immediately upon the occurrence of such Event of Default, without notice to the holders of the 2002C Bonds. See the caption "**THE LIQUIDITY FACILITY – REMEDIES**" herein.

Extent of Commitment. The Bank's commitment to provide funds to purchase 2002C Bonds is limited to the sum of (a) the outstanding principal amount of the 2002C Bonds (less the principal amount of any Liquidity Provider Bonds), plus (b) 183 days' interest on such principal amount at an assumed annual rate of 12% and a 365/366-day year.

METHOD OF PURCHASING

If a purchase certificate is received by the Bank from the Fiscal Agent at or before 11:00 a.m. on a Business Day calling on the Bank to purchase 2002C Bonds not remarketed on such Business Day, payment of the amount specified shall be remitted by federal wire transfer to the Fiscal Agent (or as directed by the Fiscal Agent), in immediately available funds, by 1:00 p.m. on the same Business Day. If the purchase certificate is received after 11:00 a.m. on a Business Day, payment of the amount specified shall be remitted by federal wire transfer to the Fiscal Agent (or as directed by the Fiscal Agent), in immediately available funds, by 1:00 p.m. on the next succeeding Business Day. All purchases of 2002C Bonds by the Bank pursuant to the terms of the Liquidity Facility will be made with the Bank's own funds.

CITY'S OBLIGATION TO REPURCHASE 2002C BONDS

The City is obligated to repurchase from the Bank each Liquidity Provider Bond on the earlier of (i) the date 90 days after such 2002C Bond became a Liquidity Provider Bond or (ii) the termination of the Liquidity Facility.

Alternatively, and subject to the conditions and limitations set forth in the Liquidity Facility, on written request of the City the principal amount of Liquidity Provider Bonds may be paid to the Bank in 10 equal semi-annual installments.

Prior to such dates, the City may also elect to repurchase Liquidity Provider Bonds from the Bank. The City may exercise this election on any Business Day by giving written notice to the Bank which states that the City is exercising its right to purchase Liquidity Provider Bonds and specifying the aggregate principal amount of Liquidity Provider Bonds to be repurchased by the City on such date. The Bank, subject to the following sentence, will then sell to the City an aggregate principal amount of Liquidity Provider Bonds for which payment has been made in immediately available funds, including interest accrued on the Liquidity Provider Bonds to the date of sale. The Bank, however, may irrevocably elect not to sell any Liquidity Provider Bonds to the City, and the Bank will give written notice of such election promptly to the City. From and after the date notice of such election is given by the Bank to the City, such 2002C Bonds retained by the Bank will no longer constitute Liquidity Provider Bonds and interest on such retained 2002C Bonds will thereafter accrue at the interest rate otherwise in effect from time to time with respect to such retained 2002C Bonds under Series Indenture, Number 6, and not at the Liquidity Provider Bond Rate.

EVENTS OF DEFAULT

Each of the following is an "Event of Default" under the Liquidity Facility:

- (a) principal or interest on any 2002C Bond (including any Liquidity Provider Bonds) is not paid when due; or
- (b) principal, sinking fund installments or interest on any other Bond authenticated and outstanding under the General Indenture is not paid when due; or
- (c) a final and non-appealable order of a court or a final and non-appealable finding of a governmental agency having jurisdiction is entered to the effect that any payment provision of the Liquidity Facility is not valid and binding on the City under applicable law, or the City denies that it has

any further liability or obligation under the Liquidity Facility or any other Related Document (as defined in the Liquidity Facility) to which the City is a party; or

(d) the City files any petition or action for relief under any bankruptcy, reorganization, insolvency or moratorium law, or any other law or laws in relief of or relating to debtors or any such petition or action shall be filed against the City and, in the case of any such petition or action filed against the City, such petition or action (i) results in the entry of an order for relief or (ii) continues undismissed or pending and unstayed for a period of ninety (90) consecutive days; or

(e) each Rating Agency assigns a long-term rating to the 2002C Bonds which is below investment grade (as specified by such Rating Agency) or each Rating Agency withdraws or suspends, for credit related reasons, the long-term rating for the 2002C Bonds; or

(f) entry of any final and non-appealable judgment or order in an amount in excess of \$25,000,000 payable from the general funds of the City or rendered against the City or any property of the City and such judgment or order shall continue unsatisfied and unstayed for a period of 60 days or such longer period as may be required by such judgment or order; or

(g) (i) the City fails to perform in all material respects any of the terms, conditions, covenants or agreements required to be performed by the City under the Liquidity Facility, or (ii) a material default (other than a failure described in subsection (a) of this caption) occurs under any Related Document (as defined in the Liquidity Facility) as it exists on the date of the Liquidity Facility, and in either such case such failure or default continues uncured for a period of 30 days after the City has been given notice thereof by the Bank); provided such 30-day cure period may be extended up to 30 days so long as such default is not reasonably capable of being cured in 30 days and the City commences and diligently pursues such cure; or

(h) the City fails to pay (i) when due, any installment of the annual commitment fee required under the Liquidity Facility or (ii) within 5 days after written notice to the City from the Bank, any other amount payable under the Liquidity Facility; or

(i) the City fails to purchase Liquidity Provider Bonds from the Bank on the dates and in the amounts required by the Liquidity Facility; or

(j) any representation or warranty made or deemed made by the City in the Liquidity Facility or in any Related Document to which it is a party or representation or warranty made or deemed made by the City in any other document, certificate or instrument delivered pursuant to the terms of the Liquidity Facility proves to have been untrue or incomplete in any material respect when made or deemed made; or

(j) the long-term credit rating assigned to the 2002C Bonds by any Rating Agency then maintaining a rating on the 2002C Bonds is withdrawn or suspended; or

(l) any Rating Agency assigns a long-term rating to the 2002C Bonds which is below investment grade (as specified by such Rating Agency).

REMEDIES

On the occurrence of an Event of Default, unless the Bank agrees in writing to waive such Event of Default, the Bank may:

(a) Upon the occurrence of an Event of Default described in paragraphs (a) through (f) under the immediately preceding caption **“THE LIQUIDITY FACILITY – EVENTS OF DEFAULT,”** the obligation of the Bank to purchase 2002C Bonds will immediately terminate without notice or demand and thereafter the Bank will be under no obligation to purchase 2002C Bonds. Promptly after the Bank receives written notice of any such Event of Default, the Bank will give written notice of the same to the Trustee, the City, each Rating Agency, the LGC and the Remarketing Agent; provided, however, that the Bank will incur no liability or responsibility whatsoever by reason of its failure to give such notice and such failure will in no way affect the termination of the Bank’s obligation to purchase 2002C Bonds pursuant to the Liquidity Facility. The Trustee or the Remarketing Agent will, in accordance with the terms of Series Indenture, Number 6, immediately notify all holders of 2002C Bonds of the termination of the Bank’s obligation to purchase 2002C Bonds.

(b) In the case of the occurrence of any Event of Default specified in paragraphs (g) through (l) under the immediately preceding caption **“THE LIQUIDITY FACILITY – EVENTS OF DEFAULT,”** the Bank may terminate its obligation to purchase 2002C Bonds under the Liquidity Facility by giving written notice to the City, the Trustee, each Rating Agency, the LGC and the Remarketing Agent, specifying the date on which the Liquidity Facility will terminate, which shall be a Business Day not less than 60 days from the date notice was received by the Trustee, and at 5:00 p.m. on the specified termination date, the Bank shall be under no further obligation to fund the purchase of any 2002C Bonds under the Liquidity Facility and the Liquidity Facility will terminate.

(c) In addition to the rights and remedies set forth in paragraphs (a) and (b) under this caption, in the case of the occurrence of any Event of Default specified under the immediately preceding caption **“THE LIQUIDITY FACILITY – EVENTS OF DEFAULT,”** (i) upon the election of the Bank all accrued and unpaid interest and fees, if any, and all other amounts then owing by the City to the Bank under the terms of the Liquidity Facility (other than payments of principal and interest on the 2002C Bonds) shall become immediately due and payable without presentment, demand, protest or notice of any kind, all of which are expressly waived by the City, (ii) the Bank may exercise, at any time and from time to time, any and all rights of the Bank as a 2002C Bondholder or otherwise; and (iii) the Bank shall have all the rights and remedies available to it under the Liquidity Facility, including the Related Documents to which it is a party, or otherwise provided at law or equity, including, without limitation, specific performance.

THE LIQUIDITY FACILITY PROVIDER

The following information replaces and supercedes the information in Appendix E, **“INFORMATION CONCERNING THE LIQUIDITY FACILITY PROVIDER”** in the Official Statement.

The information contained under this section of this Official Statement has been obtained from the Liquidity Facility Provider for use in this Supplement. Such information is not guaranteed as to accuracy or completeness by, and is not to be construed as a representation by, the City. This information has not been independently verified by the City and no representation is made by the City as to the accuracy or adequacy of such information or as to the absence of material adverse changes in such information subsequent to the date hereof.

[insert current information from BoA]

RATINGS

The 2002C Bonds have been given a long-term rating of “Aa1” by Moody's, “AAA” by S&P and “AAA” by Fitch Ratings. In addition, based solely upon the Liquidity Facility provided by the Liquidity Facility Provider, the 2002C Bonds have been assigned a short-term rating of “VMIG-2” by Moody's, “A-1” by S&P and “F1” by Fitch Ratings. Further explanation of the significance of such ratings may be obtained from Moody's, S&P and Fitch Ratings. The ratings are not a recommendation to buy, sell or hold the 2002C Bonds and should be evaluated independently. There is no assurance that such ratings will not be withdrawn or revised downward by Moody's, S&P or Fitch Ratings. Any such action may have an adverse effect on the market price of the 2002C Bonds. Neither the City nor the Remarketing Agent has undertaken any responsibility after the execution and delivery of the 2002C Bonds to assure maintenance of the ratings or to oppose any such revision or withdrawal.

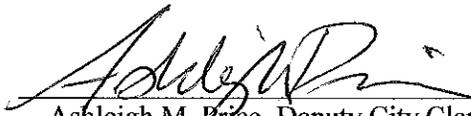
MISCELLANEOUS

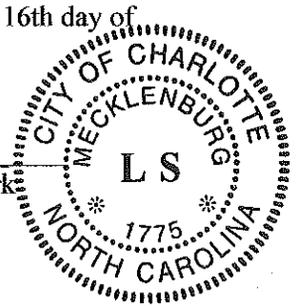
The summaries of the provisions of the 2002C Bonds, the Indentures and the Liquidity Facility contained in the Official Statement and this Supplement do not purport to be complete and are made subject to the detailed provisions thereof to which reference is hereby made copies of which are available for inspection at the offices of Trustee, U.S. Bank National Association, 214 N. Tryon Street, 27th Floor, Charlotte, NC 28202.

CERTIFICATION

I, Ashleigh M. Price, Deputy City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council of the city of Charlotte, North Carolina, in regular session convened on the 12th day November, 2012, the reference having been made in Minute Book 133, and recorded in full in Resolution Book 43, Pages (935-975).

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 16th day of November, 2012.


Ashleigh M. Price, Deputy City Clerk



**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:

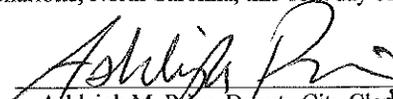
1. The City-County Tax Collector has collected property taxes from the taxpayers set out on the list attached to the Docket.
2. The City-County Tax Collector has certified that those taxpayers have made proper demand in writing for refund of the amounts set out on the schedule within the required time limits.
3. The amounts listed on the schedule were collected through either a clerical or assessor error.

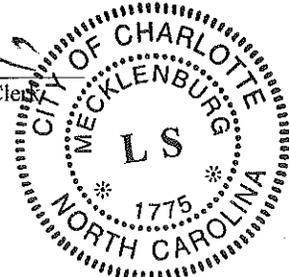
NOW, THEREFORE, BE RESOLVED by the City Council of the City of Charlotte, North Carolina, in regular session assembled this 12th day of November 2012 that those taxpayers listed on the schedule of "Taxpayers and Refunds Requested" be refunded in the amounts therein set up and that the schedule and this resolution be spread upon the minutes of this meeting.

CERTIFICATION

I, Ashleigh M. Price, Deputy City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council of the city of Charlotte, North Carolina, in regular session convened on the 12th day November, 2012, the reference having been made in Minute Book 133, and recorded in full in Resolution Book 43, Pages (976-986).

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 16th day of November, 2012.


Ashleigh M. Price, Deputy City Clerk



1700 SOUTH LLC	\$	1,279.86
3529 EAST INDEPENDENCE LLC		506.75
6420 ABLEMAREL RD WHSE		524.45
ADAMS, DENNIS C		120.11
ADAMS, SCOTT M		137.98
ADDISON INVESTMENTS LLC		1,848.98
AIRPORT WAREHOUSE AT CHARLOTTE LLC		233.99
ALLEN, ROBERT ERNEST JR		401.95
ALLMOND, PRESTON C		174.41
ALLMOND, PRESTON C		159.90
ALLMOND, PRESTON C		117.58
ALMOND, MELINDA		288.54
ANAGNOSTOPOULOS, GEORGE A		637.38
ARBORETUM, OFFICE #ONE LLC		7,487.32
ARCHER, WILLIAM M III		102.40
ARGABRITE, G WESLEY		100.00
ARNETTE, PETER M		100.49
ARORA, SANJIV		175.42
ATKINSON, WILLIAM MARC		138.77
AUSTIN & ASSOCIATES		2,669.64
AYRSLEY DEVELOPMENT CORP		8,643.88
B X HOLDINGS LLC		68.91
B Y HOLDINGS LLC		92.84
BAC TAX SERVICE CORPORATION		402.43
BAC TAX SERVICE CORPORATION		52.17
BAC TAX SERVICE CORPORATION		148.82
BAC TAX SERVICE CORPORATION		112.46
BAC TAX SERVICE CORPORATION		16.74
BAC TAX SERVICES CORPORATION		850.32
BAC TAX SERVICES CORPORATION		78.95
BAC TAX SERVICES CORPORATION		79.92
BAC TAX SERVICES CORPORATION		215.80
BAC TAX SERVICES CORPORATION		349.80
BAC TAX SERVICES CORPORATION		107.17
BAC TAX SERVICES CORPORATION		64.59
BAC TAX SERVICES CORPORATION		177.05
BAC TAX SERVICES CORPORATION		32.06
BAC TAX SERVICES CORPORATION		681.40
BAC TAX SERVICES CORPORATION		521.58
BAC TAX SERVICES CORPORATION		218.21
BAC TAX SERVICES CORPORATION		2,049.95
BAC TAX SERVICES CORPORATION		371.14
BAC TAX SERVICES CORPORATION		160.31
BADEN TAX MANAGEMENT LLC		1,622.17
BALL, JOHN R		122.03
BALLANTYNE VILLAGE PARKING LLC		697.20
BALLANTYNE VILLAGE PARKING LLC		530.68

BARNES, EDGAR E	November 12, 2012	382.33	Resolution Book 43, Page 978
BARRETT, BRAXTON E JR		255.05	
BB & T MORTGAGE TAX DEPT		352.66	
BB&T		146.42	
BB&T		172.74	
BB&T		1,649.91	
BB&T		105.27	
BB&T		79.43	
BB&T		133.51	
BELK, B V JR		4,345.87	
BENDERSON DEVELOPMENT CO INC (ET-AL)		951.30	
BENDERSON DEVELOPMENT CO INC (ET-AL)		515.35	
BENDERSON, DEVELOPMENT CO INC		2,432.29	
BENDERSON, DEVELOPMENT CO INC		3,380.23	
BENHAM, JAMES F		51.20	
BENZENHOEFER, ALBERT		390.95	
BEST BUY PURCHASING LLC		2,723.23	
BLACKMON, IRENE H		1,377.16	
BLAKENEY MEDICAL LLC		2,339.07	
BLYTHE BROTHERS EQUIPMENT CO LLC		758.45	
BOSTON NATIONAL TITLE LLC		25.53	
BRAWLEY FARMS HOMEOWNERS ASSOCIATION		43.26	
BREWER, J STREET JR		1,848.69	
BROOKSTONE DEV PARTNERS LLC		1,887.75	
BROWN CRAIG INC		1,116.38	
BUCHAN, COURTENAY		476.61	
BV BELK INVESTMENTS		2,913.68	
BV HOLDINGS LLC .		111.49	
BX HOLDINGS LLC		953.68	
CAMDEN PROPERTY TRUST		1,914.06	
CAROLINA TRACTOR EQUIPEMENT COMPANY		2,331.80	
CAROLINA TRACTOR EQUIPMENT CO		1,723.61	
CARTER, CLARENCE D JR		590.49	
CARTNER PROPERTIES		1,765.25	
CASH AMERICA		345.49	
CBRE		12,704.58	
CBRE CAPITAL MARKETS INC		15,135.91	
CENLAR FED SAVINGS BANK		277.54	
CENLAR FED SAVINGS BANK		234.94	
CENTRAL MORTGAGE COMPANY		1,660.93	
CHASE		33.02	
CHASE		139.73	
CHASE		165.09	
CHASE		1,177.63	
CHASE		63.65	
CHASE		70.33	
CHASE		530.67	
CHASE		878.07	
CHASE		469.43	
CHASE	PAGE 2 of 9	816.34	

CHILDRESS KLEIN INDUSTRIAL	23,140.79
CHILDRESS KLEIN PROPERTIES INC	1,477.18
CHILDRESS KLEIN PROPERTIES INC	7,190.17
CHILDRESS KLEIN PROPERTIES INC	4,104.70
CHILDRESS KLEIN PROPERTIES INC	8,156.28
CHILDRESS KLEIN PROPERTIES INC	4,450.19
CHILDRESS KLEIN PROPERTIES INC	8,382.62
CHILDRESS KLEIN PROPERTIES INC	7,271.52
CHILDRESS KLEIN PROPERTIES INC	52,375.39
CHOU, ERNEST Y	994.83
CHRISTENBERY, WILLIAM D	11.01
CITIMORTGAGE INC	126.32
CITIMORTGAGE INC	266.54
CITIMORTGAGE INC	249.31
CITIMORTGAGE INC	406.25
CITIMORTGAGE INC	358.40
CITIMORTGAGE INC	10.05
CITIMORTGAGE INC	312.00
CITY OF CHARLOTTE	45.83
CLAYWORKS INC	492.87
COGDELL SPENCER LP	28,384.07
COLONIAL PROPERTIES SERVICES INC	6,983.94
COLUMBIA NATIONAL REAL EST FIN	1,134.08
COLUMBIA NATIONAL REAL EST FIN	1,336.01
COLUMBIA NATIONAL REAL EST FIN	27,774.45
COLUMBIA NORTH CAROLINA MORROCROFT	8,381.19
CONTECH CONSTRUCTION PRODUCTS INC	4,197.56
CONTECH CONSTRUCTION PRODUCTS INC	4,197.56
CONTECH CONSTRUCTION PRODUCTS INC	4,197.56
CONTECH CONSTRUCTION PRODUCTS INC	4,312.99
CONTECH CONSTRUCTION PRODUCTS INC	4,197.56
CONVENIENT CLOSING SERVICES	732.61
CORELOGIC COMMERCIAL REAL ESTATE SERVICE	6,536.04
CORELOGIC COMMERCIAL REAL ESTATE SERVICE	6,972.45
CORELOGIC COMMERCIAL REAL ESTATE SERVICE	3,359.66
CORELOGIC COMMERCIAL REAL ESTATE SERVICE	1,105.37
CORELOGIC COMMERCIAL REAL ESTATE SERVICE	38,440.06
CORELOGIC COMMERCIAL REAL ESTATE SERVICE	4,951.67
CORELOGIC COMMERCIAL REAL ESTATE SERVICE	3,965.93
CORELOGIC COMMERCIAL REAL ESTATE SERVICE	3,659.20
CORELOGIC COMMERCIAL REAL ESTATE SERVICE	13,251.99
CORELOGIC COMMERCIAL REAL ESTATE SERVICE	3,958.75
CORELOGIC COMMERCIAL REAL ESTATE SERVICE	25,855.60
CORELOGIC COMMERCIAL REAL ESTATE SERVICE	17,503.60
CORELOGIC COMMERCIAL REAL ESTATE SERVICE	16,559.97
CORELOGIC COMMERCIAL REAL ESTATE SERVICE	11,154.66
CORELOGIC COMMERCIAL REAL ESTATE SERVICE	15,825.93
CORELOGIC COMMERCIAL REAL ESTATE SERVICE	11,841.81
CORELOGIC COMMERCIAL REAL ESTATE SERVICE	8,718.55
CORELOGIC COMMERCIAL REAL ESTATE SERVICE	14.36

GEMSA LOAN SERVICE	November 12, 2012	15,567.04
GEMSA LOAN SERVICES LPP	Resolution Book 43, Page 980	7,263.86
GENUINE PARTS COMPANY		1,279.07
GILBERT, JACK		86.61
GILLESPIE, DAVID MITCHELL		1,907.37
GMAC MORTGAGE LLC		680.17
GMAC MORTGAGE LLC		1,616.43
GOFORTH, KELLY		1,215.42
GOLDEN B ENTERPRISES LTD		4,281.27
GOODWIN, JUDY W		43.70
GRIFFITH E C COMPANY		1,099.15
GRIFFITH E C COMPANY		329.21
H.T. PROPERTY COMPANY		1,355.43
HARRIS, BENJAMIN READE		42.94
HENDRICK BMW		1,435.54
HIGGINS, WILLIAM H		524.94
HIGH REAL ESTATE GROUP		19,807.65
HIGH REAL ESTATE GROUP		2,453.82
HIGH REAL ESTATE GROUP		7,945.74
HOLLIDGE, GREGG M		189.97
HORNBAKER, DAVID R		374.68
HOUSTON, GEORGE P JR		212.35
HOUSTON, GEORGE P JR		307.34
HOUSTON, GEORGE P JR		326.05
HOWARD NANCE COMPANY		2,482.53
HSBC MORTGAGE CORPORATION USA		308.64
HUFFMAN, BARBARA A		66.99
HYLAND, JAMES P		340.22
INDYMAC MORTGAGE SERVICES		246.67
INGRAM, JOE WILLIAM JR		137.80
J G USED AUTO SALES & SCOOTERS		109.87
JACQUELINES DESIGNS & PATTERNS		30.00
JAMGOTCH, NISH JR		165.56
JOHN T SULLIVAN JR		179.44
JP MORGAN CHASE BANK NA CORELOGIC TAX SERVICE LLC		351.24
JUNG, LEE LIA M		668.97
KARRES, STEVEN M		274.67
KELLY, VIVIAN		9.58
KEY EQUIPMENT FINANCE INC		1,158.27
KEY EQUIPMENT FINANCE INC		1,538.38
KILLOUGH, WILLIAM		81.77
KILLOUGH, WILLIAM		33.43
KILLOUGH, WILLIAM		188.35
K-MART CORPORATION DEPT 768TAX, B2-116A		72.91
KREMERS, SCOTT A		527.81
LAKEMONT INDUSTRIAL HOLDING CO		208.63
LAKEMONT INDUSTRIAL HOLDING CO		121.06
LANGE-MCGILL, MARILYN F		116.76
LAWAVANIA		383.77
LEFSTEAD, CLIFTON L		109.10

LILES, BEVERLEY FOSTER	November 12, 2012	468.46
LION INDUSTRIAL PROPERTIES LP	Resolution Book 43, Page 981	4,555.95
LOZZI, PAUL A		1,130.42
MAHONEY, GEORGE R JR		497.66
MANZ, PHILIP R		19.14
MARKEL, LARRY P		746.97
MASONITE CORP		16,470.17
MCKINLEY, WILLIAM R		70.34
MCLAWHORN, JAMES H		671.84
MCLELLAN, NANCY		170.17
MCMILLAN & TERRY P A		2,043.74
MELTON, GLORIA L		102.88
MERCER, ANGUS W		6,305.86
METZGER, MARK G		176.58
MICHALSKI, STANLEY		516.80
MIRMAN, STEPHEN A		78.48
MOORE, JOHN KENTON		12,048.04
MORNINGSIDE PARTNERS OF PINEHURST		4,227.69
MORRISON-PHASE I LLC, %		7,987.37
MOZINGO, FAYE P		1,014.45
MURPHY OIL USA INC		720.66
NADINE A NEEL P A		1,432.19
NATIONAL TAX SEARCH LLC		7,446.17
NATIONWIDE ADVANTAGE MORTGAGE		74.64
NEW STARMOUNT INTEREST LLC .		7,100.68
NEWSTAR FINANCIAL INC		9,230.07
NEWSTAR FINANCIAL INC		12,637.58
NEXCO INC		76.56
NEXCO INC		76.56
NOVANT HEALTH INC		4,638.25
NUNN, DEWITT A JR		759.88
OLLIVER, STEPHEN C		834.50
OSBORN, ERIC S.		195.71
PARK MERIDIAN BANK		2,001.63
PARK MINISTRIES INC THE		59,862.46
PARKER, NISA AUNDRA		146.42
PARR, WILTON L		191.41
PENDRED, RONALD GEORGE		182.32
PETERS, FREDERICK H JR		151.21
PETTY, ALEC W B		151.21
PHH MORTGAGE CORP/ROCHESTER		250.75
PHH MORTGAGE CORP/ROCHESTER		196.68
PHILLIPS, G PATRICK		23.92
PINE BROOK CENTER LTD		2,399.27
PINE BROOK CENTER LTD		3,511.83
PIPER GLEN APARTMENTS ASSOCIATES		15,134.00
PITTMAN, BRYAN W		7,104.03
PIZZAGALLI PROPERTIES LLC		2,021.72
PLAUS, DONALD		1,318.78
PNC MORTGAGE		71.78

PNC MORTGAGE	November 12, 2012	140.33
PNC MORTGAGE	Resolution Book 43, Page 982	140.33
PNC MORTGAGE		140.33
PNC MORTGAGE		140.33
PNC MORTGAGE		189.01
PNC MORTGAGE		20.57
POINDEXTER, CHRISTOPHER B		864.84
POINDEXTER, CHRISTOPHER B		848.41
POLHILL, MARK		278.21
POLITIS, GEORGE		783.33
PROVIDENCE COMMONS		27.76
RBC BANK		14,620.55
RED MORTGAGE CAPITAL LLC		7,138.01
RED MORTGAGE CAPITAL LLC		19,624.86
REGELBRUGGE, ROGER R		987.64
RHYNELAND INC		572.78
RITE AID HDQTRS CORP		4,835.40
ROBICSEK, FRANCIS		537.37
ROCHE, KEVIN P		167.96
RODGERS, JOHN J		1,099.15
ROSENBERG, KATRIN SILKE		64.77
ROSS, JOHN G		264.62
ROTHMAN, LINDA M (TRUST 10/08/2007		64.59
RRF LLC		2,002.10
RRF LLC		1,829.84
RUSS, SAUNDRA		345.01
SANDHURST-COLLINS LLC		2,968.23
SCOTT CLARK'S TOYOTA SCION		2,956.75
SELF, WILLIAM OSCE		866.11
SETERUS INC		431.25
SEVENTH STREET INVESTORS LLC		494.80
SHELTON, ALAN C		393.34
SHOREWOOD APARTMENTS LTD		6,861.91
SILVER FAMILY LLC		2,006.76
SILVER GRANITE LLC		3,172.02
SILVER RAINTREE LLC		1,497.87
SIMPSON FINANCING LP FOR THE ARBORETUM APTS		16,699.69
SISTRUNK III, GEORGE W		700.06
SMITH, B SCOTT		703.90
SMITH, KEVIN LINDSAY		144.51
SORBER, ROBERT E		353.63
SOVRAN ACQUISTION LP		6,270.46
SPENCER, STEVEN A		124.41
SPIER, WILLIAM JR		321.51
STARK, EVA		516.32
STEELE CREEK (1997) LIMITED PARTNERSHIP		5,500.53
STEELE CREEK (1997) LIMITED PARTNERSHIP		901.04
STEELE CREEK (1997) LIMITED PARTNERSHIP		7,544.75
STEGALL T G LEASING CO		1,697.78
STEVENSON, WILLIAM J		700.55

STEWART STREAM LTD PARTNERSHIP	November 12, 2012	128.89
STICKLEY, JOHN L JR	Resolution Book 43, Page 983	290.46
STONE RIDGE APARTMENTS LLC		6,901.36
STONE'S PUMP & TRENCH, LLC		2,734.24
STROUSE GREENBURG PROPERTIES VI LIMITED		23,532.41
SUNGLASS HUT TRADING # 3958		24.82
SWAN RUN LTD		6,670.97
SWAN RUN LTD		224.42
SWAN RUN LTD		4,027.18
TAC HOLDINGS LP		4,382.72
TAC HOLDINGS LP		16,109.68
TAC HOLDINGS LP		1,113.02
TALLEY, LISA		164.77
TATE, BRIAN D		2,361.18
TAYLOR, H GRANT		12.92
TEMPLE ISRAEL INC		169.39
TEMPLE ISRAEL INC		219.63
TEMPLE ISRAEL INC		135.42
TEMPLE ISRAEL INC		377.55
TEMPLE ISRAEL INC		210.08
TEMPLE ISRAEL INC		152.16
TEMPLE ISRAEL INC		434.01
TERMINAL PROPERTIES INC		1,346.54
TERRAPIN CHARLOTTE LLC		7,647.63
TEW PROPERTIES LLC		215.33
THE VILLAGE AT SOUTHPARK		3,040.48
THOMAS, J HERBERT		52.16
THOMAS, JEFFREY C		508.18
THOMAS, RONALD E		88.05
THOMPSON, HARRY M III		435.93
TIMIOS INC		1,406.24
TINKER, A EUGENE		325.87
TITLE SOURCE INC		274.67
TOTAL MORTGAGE SOLUTIONS LP		66.99
TOWNSEND, MARK W		909.18
TRIANGLE REAL ESTATE OF GASTONIA IN .		2,532.39
TROJER, SERGIO		143.07
TSUMAS, MARY ELIZABETH D		88.04
TULL BROTHERS INVESTMENT		1,241.76
USA MOBILITY WIRELESS INC		12.95
USAA FEDERAL SAVINGS BANK		50.25
VALU TREE REAL ESTATE TAX SERVICES		1,452.77
VALU TREE REAL ESTATE TAX SERVICES		1,635.57
VALU TREE REAL ESTATE TAX SERVICES		288.55
VOIT PARTNERS LTD I TRUST #5		11,717.40
WALLACE, RICHARD DAVID		66.99
WALMART		24,282.24
WARD, ANN E		854.14
WARD, KENNETH A		185.67
WASHBURN GRAPHICS INC		17,575.67

WATERFORD SQUARE APARTMENTS ASSOC	November 12, 2012	19,729.17
WEBB, G HOWARD JR	Resolution Book 43, Page 984	862.29
WEBER, BRETT G		451.72
WELLS FARGO CMS		3,477.26
WELLS FARGO HOME MORTGAGE		90.92
WELLS FARGO HOME MORTGAGE		113.88
WELLS FARGO HOME MORTGAGE		172.27
WELLS FARGO HOME MORTGAGE		124.41
WELLS FARGO HOME MORTGAGE		35.90
WELLS FARGO HOME MORTGAGE		89.00
WELLS FARGO HOME MORTGAGE		246.91
WELLS FARGO HOME MORTGAGE		121.06
WELLS FARGO HOME MORTGAGE		320.61
WELLS FARGO HOME MORTGAGE		63.17
WELLS FARGO HOME MORTGAGE		117.72
WELLS FARGO HOME MORTGAGE		984.78
WELLS FARGO HOME MORTGAGE		597.67
WELLS, ALAN G JR		82.79
WENDY'S INTERNATIONAL INC 2500747		1,386.27
WHEELER, JEFFREY SCOTT		508.19
WILLIAMS, BILL J		307.21
WILLIAMS, GARY		48.22
WILLIAMS, GREGORY S		16.75
WINDSTREAM COMMUNICATIONS INC		4,983.26
YAGER VENTURES LIMITED		8,763.85
YAGER VENTURES LIMITED		4,911.16
YFP LLC .		4,295.41
		\$1,335,951.99

**A RESOLUTION AUTHORIZING THE REFUND OF
CERTAIN BUSINESS PRIVILEGE LICENSES**

Reference is made to the schedule of "Business Privilege License 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:

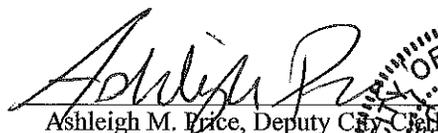
1. The City-County Tax Collector has collected certain taxes from the taxpayers set out on the list attached to the Docket.
2. The City-County Tax Collector has certified that those taxpayers have made proper demand in writing for refund of the amounts set out on the schedule within the required time limits.
3. The amounts listed on the schedule were collected through either a clerical or assessor error.

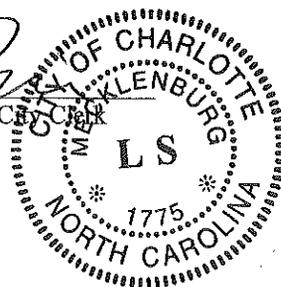
NOW, THEREFORE, BE RESOLVED by the City Council of the City of Charlotte, North Carolina, in regular session assembled this 12th day of November 2012 that those taxpayers listed on the schedule of "Business Privilege License Refunds Requested" be refunded in the amounts therein set up and that the schedule and this resolution be spread upon the minutes of this meeting.

CERTIFICATION

I, Ashleigh M. Price, Deputy City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council of the city of Charlotte, North Carolina, in regular session convened on the 12th day November, 2012, the reference having been made in Minute Book 133, and recorded in full in Resolution Book 43, Pages (985-986).

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 16th day of November, 2012.


Ashleigh M. Price, Deputy City Clerk



BPLT Refund Requests

<u>Name</u>	<u>Amount</u>
Hall Builders LLC	\$162.50
Long's Monument Company	12.32
G G's Cue & Lounge / George Henry Goss	10.00
All Graham Insurance Solutions	50.00
Andeborni (ADB) Enterprises	5.00
Scott's Painting & Decorating, LLC	81.00
Royal Welding, LLC	102.18
NDR Energy Group, LLC	<u>\$12,385.00</u>
	<u>\$12,808.00</u>

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 below for the **2011 ANNEXATION-RHYNE FORCE MAIN PROJECT**; 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 **2011 ANNEXATION-RHYNE FORCE MAIN PROJECT** and estimated to be **5,163 square feet (.119 acre) of sanitary sewer easement and 3,125 square feet (.072 acre) of temporary construction easement** and any additional property or interest as the City may determine to complete the Project, as it relates to Tax Parcel No.: 055-071-02; said property currently owned by **TONY R. YOUNG and wife, PHYLLIS D. YOUNG; PIEDMONT BANK (a division of Yadkin Valley Bank & Trust Company), Beneficiary; UNITED STATES DEPARTMENT OF TREASURY, INTERNAL REVENUE SERVICE, Possible Judgment Creditor; NORTH CAROLINA DEPARTMENT OF REVENUE, Possible Judgment Creditor,** or the owners' successor-in-interest.

ESTIMATED JUST COMPENSATION:

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

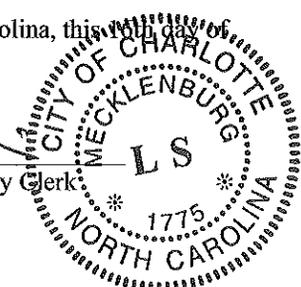
IT IS FURTHER RESOLVED that the estimated just compensation for the property is hereby authorized to be deposited in the Office of the Clerk of Superior Court, Mecklenburg County, North Carolina, together with the filing of the Complaint and Declaration of Taking.

CERTIFICATION

I, Ashleigh M. Price, Deputy City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council of the city of Charlotte, North Carolina, in regular session convened on the 12th day November, 2012, the reference having been made in Minute Book 133, and recorded in full in Resolution Book 43, Page 987.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 12th day of November, 2012.


Ashleigh M. Price, Deputy City Clerk



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 below for the **BLUE LINE EXTENSION PROJECT**; 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 **BLUE LINE EXTENSION PROJECT** and estimated to be **1,493 square feet (.034 acre) of temporary construction easement** and any additional property or interest as the City may determine to complete the Project, as it relates to Tax Parcel No.: 091-021-10; said property currently owned by **OCTAVIO GARCIA and wife, CINDY GARCIA; PEOPLES BANK, Beneficiary**, or the owners' successor-in-interest.

ESTIMATED JUST COMPENSATION:

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

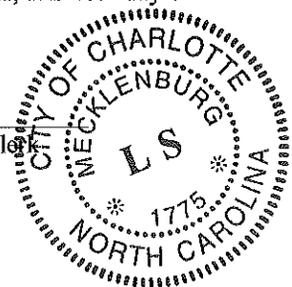
IT IS FURTHER RESOLVED that the estimated just compensation for the property is hereby authorized to be deposited in the Office of the Clerk of Superior Court, Mecklenburg County, North Carolina, together with the filing of the Complaint and Declaration of Taking.

CERTIFICATION

I, Ashleigh M. Price, Deputy City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council of the city of Charlotte, North Carolina, in regular session convened on the 12th day November, 2012, the reference having been made in Minute Book 133, and recorded in full in Resolution Book 43, Page 988.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 16th day of November, 2012.


Ashleigh M. Price, Deputy City Clerk



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 below for the **BLUE LINE EXTENSION PROJECT**; 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 **BLUE LINE EXTENSION PROJECT** and estimated to be **1,228 square feet (.028 acre) of temporary construction easement** and any additional property or interest as the City may determine to complete the Project, as it relates to Tax Parcel No.: 091-021-21; said property currently owned by **DELIA SZADY and IMMANUEL K. MARTIN; THE CHARLOTTE-MECKLENBURG HOSPITAL AUTHORITY; U. S. BANK, NATIONAL ASSOCIATION, Lender; MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), Beneficiary**, or the owners' successor-in-interest.

ESTIMATED JUST COMPENSATION:

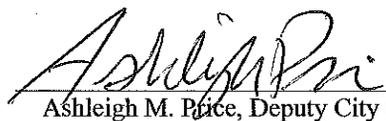
Such estimated just compensation as may be determined based upon the takings required by the final construction plans.

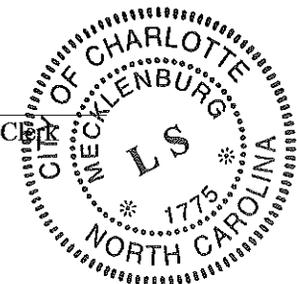
IT IS FURTHER RESOLVED that the estimated just compensation for the property is hereby authorized to be deposited in the Office of the Clerk of Superior Court, Mecklenburg County, North Carolina, together with the filing of the Complaint and Declaration of Taking.

CERTIFICATION

I, Ashleigh M. Price, Deputy City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council of the city of Charlotte, North Carolina, in regular session convened on the 12th day November, 2012, the reference having been made in Minute Book 133, and recorded in full in Resolution Book 43, Page 989.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 16th day of November, 2012.


Ashleigh M. Price, Deputy City Clerk



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 below for the **NEWELL SOUTH (AUTUMNWOOD) NEIGHBORHOOD IMPROVEMENT PROJECT**; 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 **NEWELL SOUTH (AUTUMNWOOD) NEIGHBORHOOD IMPROVEMENT PROJECT** and estimated to be **106 square feet (.002 acre) of sidewalk/utility easement; 2,374 square feet (.054 acre) of temporary construction easement** and any additional property or interest as the City may determine to complete the Project, as it relates to Tax Parcel No.: 049-171-39; said property currently owned by **JOGI C. GOWDA and wife, ASHMANI C. J. GOWDA; WACHOVIA BANK, NA, Lender,** or the owners' successor-in-interest.

ESTIMATED JUST COMPENSATION:

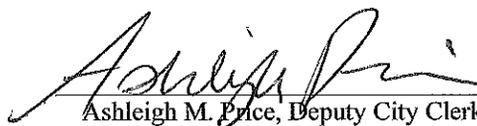
Such estimated just compensation as may be determined based upon the takings required by the final construction plans.

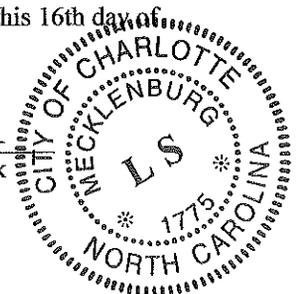
IT IS FURTHER RESOLVED that the estimated just compensation for the property is hereby authorized to be deposited in the Office of the Clerk of Superior Court, Mecklenburg County, North Carolina, together with the filing of the Complaint and Declaration of Taking.

CERTIFICATION

I, Ashleigh M. Price, Deputy City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council of the city of Charlotte, North Carolina, in regular session convened on the 12th day November, 2012, the reference having been made in Minute Book 133, and recorded in full in Resolution Book 43, Page 990.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 16th day of November, 2012.


Ashleigh M. Price, Deputy City Clerk



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 below for the **NEWELL SOUTH (AUTUMNWOOD) NEIGHBORHOOD IMPROVEMENT PROJECT**; 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 **NEWELL SOUTH (AUTUMNWOOD) NEIGHBORHOOD IMPROVEMENT PROJECT** and estimated to be **2,521 square feet (.058 acre) of temporary construction easement** and any additional property or interest as the City may determine to complete the Project, as it relates to Tax Parcel No.: 049-161-02; said property currently owned by **ANGELA RIVERS and spouse, if any; CHARLOTTE HOME EQUITY, LLC, Lender; MERS, Beneficiary; JOHN J. READY, ESQ., Possible Judgment Creditor**, or the owners' successor-in-interest.

ESTIMATED JUST COMPENSATION:

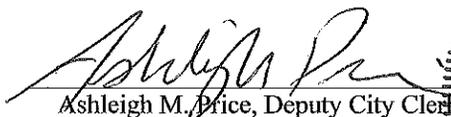
Such estimated just compensation as may be determined based upon the takings required by the final construction plans.

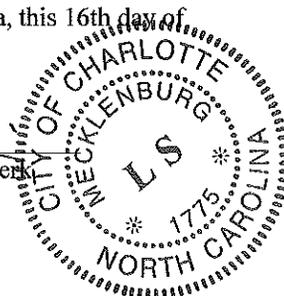
IT IS FURTHER RESOLVED that the estimated just compensation for the property is hereby authorized to be deposited in the Office of the Clerk of Superior Court, Mecklenburg County, North Carolina, together with the filing of the Complaint and Declaration of Taking.

CERTIFICATION

I, Ashleigh M. Price, Deputy City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council of the city of Charlotte, North Carolina, in regular session convened on the 12th day November, 2012, the reference having been made in Minute Book 133, and recorded in full in Resolution Book 43, Page 991.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 16th day of November, 2012.


Ashleigh M. Price, Deputy City Clerk



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 below for the **WEST BOULEVARD SIDEWALK PROJECT**; 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 **WEST BOULEVARD SIDEWALK PROJECT** and estimated to be **1,111 square feet (.026 acre) of sidewalk/utility easement and 1,392 square feet (.032 acre) of temporary construction easement** and any additional property or interest as the City may determine to complete the Project, as it relates to Tax Parcel No.: 143-081-34; said property currently owned by **ZADA L. WOODS and spouse, if any; ANY AND ALL OTHER HEIRS AT LAW OF JULIA WOODS and ROBERT L. WOODS**, or the owners' successor-in-interest.

ESTIMATED JUST COMPENSATION:

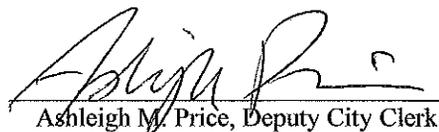
Such estimated just compensation as may be determined based upon the takings required by the final construction plans.

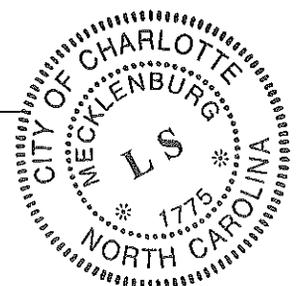
IT IS FURTHER RESOLVED that the estimated just compensation for the property is hereby authorized to be deposited in the Office of the Clerk of Superior Court, Mecklenburg County, North Carolina, together with the filing of the Complaint and Declaration of Taking.

CERTIFICATION

I, Ashleigh M. Price, Deputy City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council of the city of Charlotte, North Carolina, in regular session convened on the 12th day November, 2012, the reference having been made in Minute Book 133, and recorded in full in Resolution Book 43, Page 992.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 16th day of November, 2012.


Ashleigh M. Price, Deputy City Clerk



A Resolution of the City Council of the City of Charlotte calling for a Public Hearing to be held by the City Council on the Question of designating the property known as the “Paul and Wilkie Beatty House” (listed under Tax Parcel Number 07321815 as of October 15, 2012, and including the interior and exterior of the house, and the parcel of land listed under Tax Parcel Number 07321815) as an Historic Landmark. The property is owned by VSW Properties Irwin Avenue LLC, and is located at 215 South Irwin Avenue, Charlotte, North Carolina.

WHEREAS, the Charlotte-Mecklenburg Historic Landmarks Commission has made an investigation and report on the historic, architectural, educational, and cultural significance of the property as described below; and

WHEREAS, the Charlotte-Mecklenburg Historic Landmarks Commission has recommended that the City Council adopt an ordinance designating the property described below as an Historic Landmark pursuant to Chapter 160A, Article 19, as amended of the General Statutes of North Carolina; and

WHEREAS, the Charlotte-Mecklenburg Historic Landmarks Commission has determined that the property described below meets the criteria for designation because of special significance in terms of its history, architectural, and/or cultural importance, and because it possesses integrity of design, setting, workmanship, materials, feeling and/or association as required by N.C.G.S. 160A-400.5.

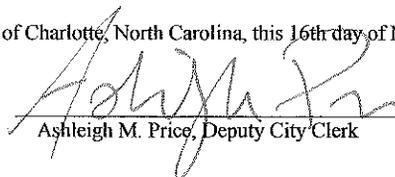
NOW, THEREFORE, BE IT RESOLVED by the City Council of Charlotte, Mecklenburg County, North Carolina, that the City Council will hold a public hearing at which interested parties will have an opportunity to be heard on the question of the designation of the property known as the “Paul and Wilkie Beatty House” (listed under tax parcel number 07321815 as of October 15, 2012, and including the interior and exterior of the house, and the parcel of land listed under tax parcel number 07321815) as an Historic Landmark.

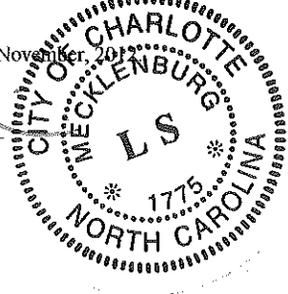
BE IT FURTHER RESOLVED that reasonable notice of the time and place of the public hearing shall be given.

CERTIFICATION

I, Ashleigh M. Price, Deputy City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council of the city of Charlotte, North Carolina, in regular session convened on the 12th day November, 2012, the reference having been made in Minute Book 134, and recorded in full in Resolution Book 43, Page 993.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 16th day of November, 2012.


Ashleigh M. Price, Deputy City Clerk



A Resolution of the City Council of the City of Charlotte calling for a Public Hearing to be held by the City Council on the Question of designating the property known as the "Stratton House" (listed under Tax Parcel Numbers 07321325, 07321326, and 07321327 as of October 15, 2012, and including the interior and exterior of the house, and the parcels of land listed under Tax Parcel Numbers 07321325, 07321326, and 07321327) as an Historic Landmark. The property is owned by Power Products Manufacturing Company and VSW Properties West Fourth Street LLC, and is located at 911 West Fourth Street Extension, Charlotte, North Carolina.

WHEREAS, the Charlotte-Mecklenburg Historic Landmarks Commission has made an investigation and report on the historic, architectural, educational, and cultural significance of the property as described below; and

WHEREAS, the Charlotte-Mecklenburg Historic Landmarks Commission has recommended that the City Council adopt an ordinance designating the property described below as an Historic Landmark pursuant to Chapter 160A, Article 19, as amended of the General Statutes of North Carolina; and

WHEREAS, the Charlotte-Mecklenburg Historic Landmarks Commission has determined that the property described below meets the criteria for designation because of special significance in terms of its history, architectural, and/or cultural importance, and because it possesses integrity of design, setting, workmanship, materials, feeling and/or association as required by N.C.G.S. 160A-400.5.

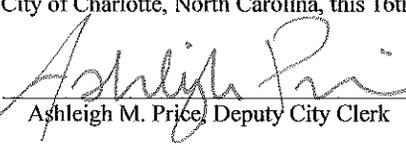
NOW, THEREFORE, BE IT RESOLVED by the City Council of Charlotte, Mecklenburg County, North Carolina, that the City Council will hold a public hearing at which interested parties will have an opportunity to be heard on the question of the designation of the property known as the "Stratton House" (listed under tax parcel numbers 07321325, 07321326, and 07321327 as of October 15, 2012, and including the interior and exterior of the house, and the parcels of land listed under tax parcel numbers 07321325, 07321326, and 07321327) as an Historic Landmark.

BE IT FURTHER RESOLVED that reasonable notice of the time and place of the public hearing shall be given.

CERTIFICATION

I, Ashleigh M. Price, Deputy City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council of the city of Charlotte, North Carolina, in regular session convened on the 12th day November, 2012, the reference having been made in Minute Book 137, and recorded in full in Resolution Book 43, Page 994.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 16th day of November, 2012.


Ashleigh M. Price, Deputy City Clerk



A Resolution of the City Council of the City of Charlotte calling for a Public Hearing to be held by the City Council on the Question of designating the property known as the "Woodlawn Bungalow" (listed under Tax Parcel Number 07321513 as of October 15, 2012, and including the interior and exterior of the house, and the parcel of land listed under Tax Parcel Number 07321513) as an Historic Landmark. The property is owned by The Committee to Restore and Preserve Third Ward, and is located at 1015 West Fourth Street, Charlotte, North Carolina.

WHEREAS, the Charlotte-Mecklenburg Historic Landmarks Commission has made an investigation and report on the historic, architectural, educational, and cultural significance of the property as described below; and

WHEREAS, the Charlotte-Mecklenburg Historic Landmarks Commission has recommended that the City Council adopt an ordinance designating the property described below as an Historic Landmark pursuant to Chapter 160A, Article 19, as amended of the General Statutes of North Carolina; and

WHEREAS, the Charlotte-Mecklenburg Historic Landmarks Commission has determined that the property described below meets the criteria for designation because of special significance in terms of its history, architectural, and/or cultural importance, and because it possesses integrity of design, setting, workmanship, materials, feeling and/or association as required by N.C.G.S. 160A-400.5.

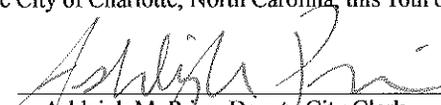
NOW, THEREFORE, BE IT RESOLVED by the City Council of Charlotte, Mecklenburg County, North Carolina, that the City Council will hold a public hearing at which interested parties will have an opportunity to be heard on the question of the designation of the property known as the "Woodlawn Bungalow" (listed under tax parcel number 07321513 as of October 15, 2012, and including the interior and exterior of the house, and the parcel of land listed under tax parcel number 07321513) as an Historic Landmark.

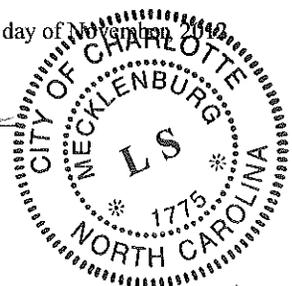
BE IT FURTHER RESOLVED that reasonable notice of the time and place of the public hearing shall be given.

CERTIFICATION

I, Ashleigh M. Price, Deputy City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council of the city of Charlotte, North Carolina, in regular session convened on the 12th day November, 2012, the reference having been made in Minute Book 134, and recorded in full in Resolution Book 43, Page 995.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 16th day of November, 2012.


Ashleigh M. Price, Deputy City Clerk



**RESOLUTION PASSED BY THE CITY COUNCIL OF THE CITY OF
CHARLOTTE, NORTH CAROLINA ON November 12, 2012**

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

WHEREAS, A Municipal Agreement between the City and the North Carolina Department of Transportation (NCDOT) will allow the City to reimburse NCDOT for the construction of a roundabout at the intersection of Harrisburg Road and Cambridge Commons Drive; and,

WHEREAS, the Municipal Agreement provides for reimbursement not to exceed \$250,000 of the total cost of the project; and,

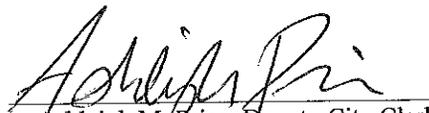
WHEREAS, the formant and cost sharing philosophy is consistent with past Municipal Agreements; and,

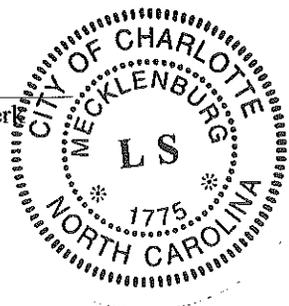
NOW, THEREFORE, BE IT RESOLVED that this resolution authorizing the Department Head of the Charlotte Department of Transportation to execute a municipal agreement with the NCDOT for the City to reimburse the NCDOT up to \$250,000 for the construction of a roundabout at the intersection of Harrisburg Road and Cambridge Commons Drive, is hereby formally approved by the City Council of the City of Charlotte and the Director of Transportation and Clerk of this Municipality are hereby empowered to sign and execute the Agreement with the aforementioned groups.

CERTIFICATION

I, Ashleigh M. Price, Deputy City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council of the city of Charlotte, North Carolina, in regular session convened on the 12th day November, 2012, the reference having been made in Minute Book 134, and recorded in full in Resolution Book 44, Page 1.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 16th day of November, 2012.


Ashleigh M. Price, Deputy City Clerk



RESOLUTION DECLARING AN INTENT TO ABANDON AND CLOSE a portion of two 10-foot alleyways located off of Clement Avenue in the City of Charlotte, Mecklenburg County, North Carolina

Whereas, **Mr. John Rudolph** has filed a petition to close **a portion of two 10-foot alleyways located off of Clement Avenue** in the City of Charlotte; and

Whereas, a portion of two 10-foot alleyways located off of Clement Avenue are situated within the Plaza Midwood Community, Alleyway one: a 10-foot wide alleyway beginning at Clement Avenue and continuing 165 feet eastwardly to its terminus, and consisting of 1,658 square feet; and Alleyway two: running parallel to alleyway one, a 10-foot wide alleyway beginning at Clement Avenue and continuing 229 feet eastwardly to its terminus, and consisting of 2,299 square feet, as shown in the map marked "Exhibit A" and is more particularly described by metes and bounds in the document marked "Exhibits B-1 & B-2" all of which are available for inspection in the office of the City Clerk, City Hall, Charlotte, North Carolina.

Whereas, the procedure for closing streets and alleys as outlined in North Carolina General Statutes, Section 160A-299, requires that City Council first adopt a resolution declaring its intent to close the street and calling a public hearing on the question; said statute further requires that the resolution shall be published once a week for two successive weeks prior to the hearing, and a copy thereof be sent by registered or certified mail to all owners of property adjoining the street as shown on the county tax records, and a notice of the closing and public hearing shall be prominently posted in at least two places along said street or alley.

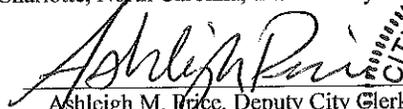
Now, therefore, be it resolved, by the City Council of the City of Charlotte, at its regularly scheduled session of November 12, 2012, that it intends to close a portion of two 10-foot alleyways located off of Clement Avenue and that the said street (or portion thereof) being more particularly described on a map and calls a public hearing on the question to be held at 7:00pm on Monday, the 10th day of December 2012, in CMGC meeting chamber, 600 East 4th Street, Charlotte, North Carolina.

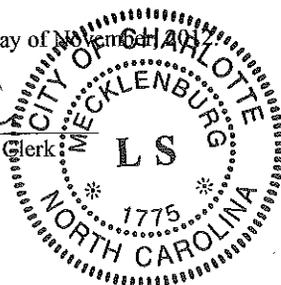
The City Clerk is hereby directed to publish a copy of this resolution in the Mecklenburg Times once a week for two successive weeks next preceding the date fixed here for such hearing as required by N.C.G.S. 160A-299.

CERTIFICATION

I, Ashleigh M. Price, Deputy City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council of the city of Charlotte, North Carolina, in regular session convened on the 12th day November, 2012, the reference having been made in Minute Book 134, and recorded in full in Resolution Book 44, Page 2.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 16th day of November 2012.


Ashleigh M. Price, Deputy City Clerk



RESOLUTION DECLARING AN INTENT TO ABANDON AND CLOSE a residual portion of E. 12th Street and N. Caldwell Street in the City of Charlotte, Mecklenburg County, North Carolina

Whereas, **Housing Authority of the City of Charlotte** has filed a petition to close a residual portion of E. 12th Street and N. Caldwell Street in the City of Charlotte; and

Whereas, a residual portion of E. 12th Street and N. Caldwell Street is located within the Optimist Park Community, a residual portion of E. 12th Street and N. Caldwell Street is situated at the northern most point of the intersection of E. 12th Street and N. Caldwell Street, and consists of 524 square feet, as shown in the map marked "Exhibit A" and is more particularly described by metes and bounds in the document marked "Exhibit B" all of which are available for inspection in the office of the City Clerk, City Hall, Charlotte, North Carolina.

Whereas, the procedure for closing streets and alleys as outlined in North Carolina General Statutes, Section 160A-299, requires that City Council first adopt a resolution declaring its intent to close the street and calling a public hearing on the question; said statute further requires that the resolution shall be published once a week for two successive weeks prior to the hearing, and a copy thereof be sent by registered or certified mail to all owners of property adjoining the street as shown on the county tax records, and a notice of the closing and public hearing shall be prominently posted in at least two places along said street or alley.

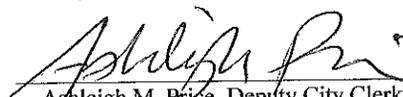
Now, therefore, be it resolved, by the City Council of the City of Charlotte, at its regularly scheduled session of November 12, 2012, that it intends to close a residual portion of E. 12th Street and N. Caldwell Street and that the said street (or portion thereof) being more particularly described on a map and calls a public hearing on the question to be held at 7:00pm on Monday, the 10th day of December 2012, in CMGC meeting chamber, 600 East 4th Street, Charlotte, North Carolina.

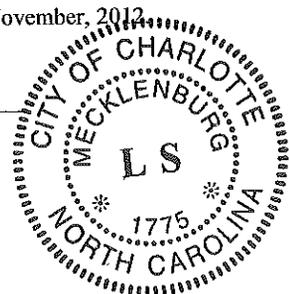
The City Clerk is hereby directed to publish a copy of this resolution in the Mecklenburg Times once a week for two successive weeks next preceding the date fixed here for such hearing as required by N.C.G.S. 160A-299.

CERTIFICATION

I, Ashleigh M. Price, Deputy City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council of the city of Charlotte, North Carolina, in regular session convened on the 12th day November, 2012, the reference having been made in Minute Book 134, and recorded in full in Resolution Book 44, Page 3 .

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 16th day of November, 2012


Ashleigh M. Price, Deputy City Clerk



CHARLOTTE CITY COUNCIL

Resolution Authorizing Sale of Personal Property by Electronic Auction.

Whereas, North Carolina G.S. 160A-270(c) allows the City Council to sell personal property by electronic auction upon adoption of a resolution authorizing the appropriate official to dispose of the property at electronic auction and;

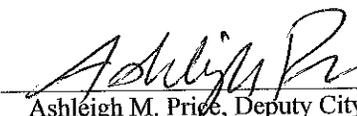
Whereas, the City Manager has recommended that the property listed on the attached Exhibit A be declared as surplus and sold at electronic auction.

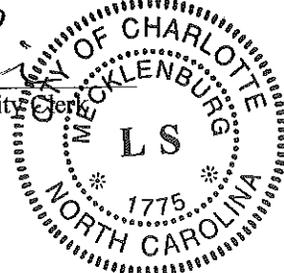
Now Therefore, it is hereby resolved, by the Charlotte City Council that the City Manager or his designee is authorized to sell by electronic auction beginning November 12, 2012 and ending January 31, 2013 the surplus property described in Exhibit A, on RogersAuctionGroup.com and GovDeals.com. Surplus units can be previewed at the City-County Asset Recovery and Disposal facility, 5550 Wilkinson Blvd, Charlotte, North Carolina. The terms of the sale shall be net cash. The City Manager or his designee is directed to publish at least once and not less than ten days before the opening dates of the auction, a copy of this resolution or a notice summarizing its content as required by North Carolina General Statute 160A-270(c).

CERTIFICATION

I, Ashleigh M. Price, Deputy City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council of the city of Charlotte, North Carolina, in regular session convened on the 12th day November, 2012, the reference having been made in Minute Book 134, and recorded in full in Resolution Book 44, Pages (4-5).

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 16th day of November, 2012.


Ashleigh M. Price, Deputy City Clerk



ID #	Yr	Make	Model	Serial Number	Mileage/Hrs	Removal Reason
799	2000	Nova	38 Passenger	2NVYL82P7Y3000019	522,438	Age, Mileage, and Repairs
800	1998	Nova	38 Passenger	2NVYL82P4W3000038	565,642	Age, Mileage, and Repairs
801	1998	Nova	38 Passenger	2NVYL82P3W3000032	517,211	Age, Mileage, and Repairs
802	1998	Nova	38 Passenger	2NVYL82P5W3000033	534,664	Age, Mileage, and Repairs
803	1998	Nova	38 Passenger	2NVYL82P7W3000034	555,121	Age, Mileage, and Repairs
804	1998	Nova	38 Passenger	2NVYL82P9W3000035	574,915	Age, Mileage, and Repairs
805	1998	Nova	38 Passenger	2NVYL82P0W3000036	557,412	Age, Mileage, and Repairs
806	1998	Nova	38 Passenger	2NVYL82P2W3000037	474,900	Age, Mileage, and Repairs
808	1998	Nova	38 Passenger	2NVYL82P6W3000042	587,218	Age, Mileage, and Repairs
809	1998	Nova	38 Passenger	2NVYL82P8W3000043	531,855	Age, Mileage, and Repairs
810	1998	Nova	38 Passenger	2NVYL82PXW3000044	602,741	Age, Mileage, and Repairs
811	1998	Nova	38 Passenger	2NVYL82P1W3000045	587,050	Age, Mileage, and Repairs
812	1998	Nova	38 Passenger	2NVYL82P3W3000046	593,960	Age, Mileage, and Repairs
814	1998	Nova	38 Passenger	2NVYL82P7W3000048	593,950	Age, Mileage, and Repairs
815	1998	Nova	38 Passenger	2NVYL82P9W3000049	527,866	Age, Mileage, and Repairs
816	1998	Nova	38 Passenger	2NVYL82P5W3000050	587,601	Age, Mileage, and Repairs
818	1998	Nova	38 Passenger	2NVYL82P9W3000052	626,662	Age, Mileage, and Repairs
819	1998	Nova	38 Passenger	2NVYL82P0W3000053	576,199	Age, Mileage, and Repairs
820	1998	Nova	38 Passenger	2NVYL82P2W3000054	598,902	Age, Mileage, and Repairs
821	1998	Nova	38 Passenger	2NVYL82P4W3000055	590,698	Age, Mileage, and Repairs
823	1998	Nova	38 Passenger	2NVYL82P8W3000057	578,005	Age, Mileage, and Repairs
824	1998	Nova	38 Passenger	2NVYL82PXW3000058	602,201	Age, Mileage, and Repairs
825	1998	Nova	38 Passenger	2NVYL82P1W3000059	616,959	Age, Mileage, and Repairs
827	1998	Nova	38 Passenger	2NVYL82PXW3000061	572,428	Age, Mileage, and Repairs
847	1999	Nova	38 Passenger	2NVYL82PXX3000059	573,890	Age, Mileage, and Repairs
852	2000	Nova	38 Passenger	2NVYL82PXY3000001	517,256	Age, Mileage, and Repairs
853	2000	Nova	38 Passenger	2NVYL82P1Y3000002	563,086	Age, Mileage, and Repairs
854	2000	Nova	38 Passenger	2NVYL82P3Y3000003	542,382	Age, Mileage, and Repairs
855	2000	Nova	38 Passenger	2NVYL82P5Y3000004	580,305	Age, Mileage, and Repairs
857	2000	Nova	38 Passenger	2NVYL82P9Y3000006	529,530	Age, Mileage, and Repairs
858	2000	Nova	38 Passenger	2NVYL82P0Y3000007	540,154	Age, Mileage, and Repairs
859	2000	Nova	38 Passenger	2NVYL82P2Y3000008	577,270	Age, Mileage, and Repairs
860	2000	Nova	38 Passenger	2NVYL82P4Y3000009	566,694	Age, Mileage, and Repairs
861	2000	Nova	38 Passenger	2NVYL82P0Y3000010	505,797	Age, Mileage, and Repairs
862	2000	Nova	38 Passenger	2NVYL82P2Y3000011	575,741	Age, Mileage, and Repairs
863	2000	Nova	38 Passenger	2NVYL82P4Y3000012	546,119	Age, Mileage, and Repairs
864	2000	Nova	38 Passenger	2NVYL82P6Y3000013	546,247	Age, Mileage, and Repairs
865	2000	Nova	38 Passenger	2NVYL82P8Y3000014	564,925	Age, Mileage, and Repairs
868	2000	Nova	38 Passenger	2NVYL82P3Y3000017	577,344	Age, Mileage, and Repairs
869	2000	Nova	38 Passenger	2NVYL82P5Y3000018	576,439	Age, Mileage, and Repairs
871	2000	Nova	38 Passenger	2NVYL82P3Y3000020	572,669	Age, Mileage, and Repairs
872	2000	Nova	38 Passenger	2NVYL82P5Y3000021	590,546	Age, Mileage, and Repairs
873	2000	Nova	38 Passenger	2NVYL82P7Y3000022	594,515	Age, Mileage, and Repairs
874	2000	Nova	38 Passenger	2NVYL82P9Y3000023	585,172	Age, Mileage, and Repairs
875	2000	Nova	38 Passenger	2NVYL82P0Y3000024	614,230	Age, Mileage, and Repairs
876	2000	Nova	38 Passenger	2NVYL82P2Y3000025	599,780	Age, Mileage, and Repairs
877	2000	Nova	38 Passenger	2NVYL82P4Y3000026	572,451	Age, Mileage, and Repairs
878	2000	Nova	38 Passenger	2NVYL82P6Y3000027	604,311	Age, Mileage, and Repairs
879	2000	Nova	38 Passenger	2NVYL82P8Y3000028	578,416	Age, Mileage, and Repairs
880	2000	Nova	38 Passenger	2NVYL82PXY3000029	599,917	Age, Mileage, and Repairs
881	2000	Nova	38 Passenger	2NVYL82P6Y3000030	548,225	Age, Mileage, and Repairs
882	2000	Nova	38 Passenger	2NVYL82P8Y3000031	612,024	Age, Mileage, and Repairs
884	2000	Nova	38 Passenger	2NVYL82P1Y3000033	550,283	Age, Mileage, and Repairs
886	2000	Nova	38 Passenger	2NVYL82P5Y3000035	609,857	Age, Mileage, and Repairs
887	2000	Nova	38 Passenger	2NVYL82P7Y3000036	575,260	Age, Mileage, and Repairs
889	2000	Nova	38 Passenger	2NVYL82P0Y3000038	604,777	Age, Mileage, and Repairs
F69723	1994	Qualspar	Fire Ladder Tk	4S7AT9D08RC015334	101,854	Age, Mileage, and Repairs
F69724	1995	Qualspar	Fire Ladder Tk	4S7AT9D055C015443	10,575 hrs	Age, Mileage, and Repairs

EXTRACTS FROM MINUTES OF CITY COUNCIL

* * *

A Regular Meeting of the City Council of the City of Charlotte, North Carolina was duly held in the Meeting Chamber at the Charlotte-Mecklenburg Government Center in Charlotte, North Carolina, the regular place of meeting, at 7:00 p.m. on November 12, 2012:

Members Present:

Members Absent:

* * * * *

* * *

Councilmember Cannon introduced the following resolution, a summary of which had been provided to each Councilmember, copy of which was available with the City Council and which was read by title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHARLOTTE, NORTH CAROLINA, AUTHORIZING THE APPROVAL, EXECUTION AND DELIVERY OF AN AMENDED AND RESTATED STANDBY BOND PURCHASE AGREEMENT IN CONNECTION WITH THE VARIABLE RATE WATER AND SEWER SYSTEM REVENUE REFUNDING BONDS, SERIES 2002C; AND PROVIDING FOR CERTAIN OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the City of Charlotte, North Carolina (the "City"), issued its Variable Rate Water and Sewer System Revenue Refunding Bonds, Series 2002C (the "2002C Bonds") in order to refinance improvements to the City's water and sewer system;

WHEREAS, in connection with the 2002C Bonds, the City executed and delivered a Standby Bond Purchase Agreement dated as of August 1, 2002 (the "Original Standby Agreement") among the City, Bank of America, N.A., as liquidity provider (the "Bank"), and Wachovia Bank, National Association, the successor to which is U.S. Bank National Association, as trustee (the "Trustee"), pursuant to which the Bank agreed to purchase 2002C Bonds from time to time in accordance with the terms thereof;

WHEREAS, the City has determined that it is in its best interests to extend the Original Standby Agreement and in order to effect such extension and make other changes required by the Bank in connection therewith, the City and the Bank desire to execute and deliver an Amended and Restated Standby Bond Purchase Agreement to be dated on or about November 16, 2012 among the City, the Bank and the Trustee (the "Amended Standby Agreement"); and

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WHEREAS, copies of the forms of the following documents relating to the transactions described above have been filed with the City:

1. the Amended Standby Agreement; and
2. the Supplement to the Official Statement (the "*Supplement*") with respect to the remarketing of the 2002C Bonds after the execution and delivery of the Amended Standby Agreement;

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

Section 1. The form and content of the Amended Standby Agreement are hereby in all respects approved and confirmed, and the Mayor, the City Manager, the Chief Financial Officer of the City and City Clerk of the City are each hereby authorized, empowered, and directed to execute and deliver the Amended Standby Agreement for and on behalf of the City, including necessary counterparts, in substantially the form and content presented to the City, 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 their approval of any and all such changes, modifications, additions or deletions therein, and that from and after the execution and delivery of the Amended Standby Agreement, the Mayor, the City Manager, the Chief Financial Officer and City Clerk of the City are each hereby authorized, empowered and directed 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 Amended Standby Agreement as executed.

Section 2. The form and content of the Supplement are in all respects authorized, approved and confirmed, and the use of Supplement by the remarketing agent for the 2002C Bonds is hereby in all respects authorized, approved and confirmed. The Mayor, the City Manager or Chief Financial Officer of the City are each authorized to execute the Supplement on behalf of the City.

Section 3. The Mayor, the City Manager, the Chief Financial Officer of the City and the City Clerk of the City, or their respective designees, are each 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 the Amended Standby Agreement; 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 (1) the specific provisions of this Resolution or the Amended Standby Agreement, (2) any agreement to which the City is bound, (3) any rule or regulation of the City or (4) any applicable law, statute, ordinance, rule or regulation of the United States of America or the State of North Carolina. The Mayor, the City Manager, the Chief Financial Officer of the City and the City Clerk of the City, and their respective designees, are each hereby authorized, empowered and directed, in their discretion, to execute future extensions of the Amended Standby Agreement.

Section 4. All acts and doings of the Mayor, the City Manager, the Chief Financial Officer of the City and the City Clerk of the City, and their respective designees, that are in conformity with the purposes and intents of this Resolution and in the furtherance of the execution, delivery and performance of the Amended Standby Agreement shall be, and the same hereby are, in all respects approved and confirmed.

Section 5. If any one or more of the agreements or provisions contained in this Resolution 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 deemed to be separable from the remaining agreements and provisions and in no way will affect the validity of any of the other agreements and provisions hereof.

Section 6. All resolutions or parts thereof of the City Council in conflict with the provisions contained in this Resolution are, to the extent of such conflict, hereby superseded and repealed.

Section 7. This Resolution is effective on its adoption.

11/5/2012

THIS INSTRUMENT HAS BEEN PRE-AUDITED IN THE
MANNER REQUIRED BY THE LOCAL GOVERNMENT BUDGET
AND FISCAL CONTROL ACT.

Greg. C. Gaskins
Director of Finance
City of Charlotte, North Carolina

**AMENDED AND RESTATED
STANDBY BOND PURCHASE AGREEMENT**

by and among

CITY OF CHARLOTTE, NORTH CAROLINA, as City

and

BANK OF AMERICA, N.A., as Bank

and

U.S. BANK NATIONAL ASSOCIATION, as Trustee

Dated as of November 16, 2012

amending and restating that certain Standby Bond Purchase Agreement, dated as of
August 1, 2002, by and among the City, the Bank and the Trustee

relating to

City of Charlotte, North Carolina
Variable Rate Water and Sewer System Revenue Refunding Bonds,
Series 2002C

**AMENDED AND RESTATED
STANDBY BOND PURCHASE AGREEMENT**

THIS AMENDED AND RESTATED STANDBY BOND PURCHASE AGREEMENT, dated as of November 16, 2012 (this "*Agreement*"), is by and among the **CITY OF CHARLOTTE, NORTH CAROLINA**, a municipal corporation duly created and validly existing under the laws of the State of North Carolina (the "*City*"), **BANK OF AMERICA, N.A.**, a national banking association organized and existing under the laws of the United States of America, with its principal office located in Charlotte, North Carolina (in its capacity hereunder as provider of the liquidity facility for the Series 2002C Bonds (hereinafter defined), but in no other capacity, the "*Bank*") and **U.S. BANK NATIONAL ASSOCIATION**, successor to Wachovia Bank, National Association, as trustee (the "*Trustee*") and amends and restates that certain Standby Bond Purchase Agreement, dated as of August 1, 2002 (as amended, the "*Original Agreement*"), entered into among the parties hereto. The Trustee serves as Trustee under the General Trust Indenture, dated as of November 1, 1996, between the City and First Union National Bank, as succeeded by Wachovia Bank, N.A. (now succeeded by US Bank, National Association) (the "*General Indenture*") and as further supplemented and amended by Series Indenture, Number 6 dated as of August 1, 2002 (the "*Series Indenture*").

WHEREAS, the City, pursuant to the terms of the General Indenture and the Series Indenture, has executed and delivered its \$108,718,900 Variable Rate Water and Sewer Revenue Refunding Bonds, Series 2002C, currently outstanding in the principal amount of \$101,890,000 (the "*2002C Bonds*"); and

WHEREAS, pursuant to the terms of the 2002C Bonds, the General Indenture and the Series Indenture, the 2002C Bonds are subject to optional or mandatory tender for purchase on certain days and upon the occurrence of certain events; and

WHEREAS, the City desired to provide for a liquidity facility pursuant to which the Bank agreed, under certain circumstances, to purchase all 2002C Bonds that are subject to optional or mandatory tender for purchase under the Series Indenture and for which other sufficient funds are not available under the Series Indenture, and the Bank was willing to agree to purchase such 2002C Bonds subject to the terms and conditions hereinafter set forth in the Original Agreement;

WHEREAS, the City has requested that the Bank extend the expiration date of the Original Agreement to December 1, 2015 and the Bank has agreed to do so on the terms and conditions provided herein;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained and intending to be legally bound hereby, the parties hereto covenant and agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01 Certain Defined Terms.

(a) As used in this Agreement and unless otherwise expressly indicated, or unless the context clearly requires otherwise, the following terms, in addition to the words and terms defined above, have the following meanings (such meanings to be equally applicable to both the singular and plural forms of the terms defined):

“*Accrued Interest Fee*” has the meaning set forth in Section 2.04(a) of this Agreement.

“*Agreement*” means this Amended and Restated Standby Bond Purchase Agreement, as the same may be amended or supplemented from time to time.

“*Base Rate*” means the highest of (1) the Prime Rate plus 1.00%, (2) the Federal Funds Rate plus 2.50% and (3) 7.00%, in each case calculated on the basis of a 360-day year for the number of actual days elapsed, but in no event shall the Base Rate exceed 20% per annum.

“*Bond Interest Rate*” means the rate of interest on the 2002C Bonds calculated as described in the 2002C Bonds and the General Indenture, other than the Liquidity Provider Rate.

“*Business Day*” means any day other than (i) a Saturday, a Sunday or any other day on which banks located in the cities in which the principal corporate trust offices of the Trustee and the Fiscal Agent and the principal offices of the Remarketing Agent, the City or the Bank are located, or in which the office of the Bank from which payments are made pursuant to this Agreement is located, are authorized or required to remain closed or (ii) a day on which The New York Stock Exchange is closed.

“*Closing Date*” means the date of initial authentication and delivery of the Series 2002C Bonds.

“*Commitment*” means, at any time, the sum of the Principal Commitment and the Interest Commitment then in effect.

“*Default*” means any event or condition which with the giving of notice or lapse of time or both would, unless cured or waived, become an Event of Default.

“*Default Rate*” means the Base Rate plus three percent (3.00%) per annum.

“*Effective Date*” means January 4, 2013.

“*Extension Date*” has the meaning ascribed thereto in Section 3.01 of this Agreement.

“*Event of Default*” has the meaning set forth in Section 6.01 of this Agreement.

“*Event of Immediate Termination*” means an Event of Default described in any of Sections 6.01(a) through (f), inclusive, of this Agreement.

“*Event of Notice Termination*” means an Event of Default described in any of Sections 6.01(g) through (l), inclusive, of this Agreement.

“*Expiration Date*” means December 1, 2015 and, thereafter, such later date as may be agreed to in writing by the Bank and the City.

“*Federal Funds Rate*” means, for any day, the rate per annum equal to the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers on such day, as published by the Federal Reserve Bank of New York on the Business Day next succeeding such day; provided that (a) if such day is not a Business Day, the Federal Funds Rate for such day shall be such rate on such transactions on the next preceding Business Day as so published on the next succeeding Business Day, and (b) if no such rate is so published on such next succeeding Business Day, the Federal Funds Rate for such day shall be the average rate (rounded upward, if necessary, to a whole multiple of 1/100 of 1%) charged to Bank of America, N.A. on such day on such transactions as determined by the Bank.

“*Fee Letter*” means the Fee Letter, dated as of November 16, 2012 and effective as of January 4, 2012, from the Bank and agreed to and accepted by the City, as the same may be amended from time to time.

“*Fee Payment Date*” means, with respect to each Liquidity Provider Bond, the first Business Day of each calendar month following the date on which such Liquidity Provider Bond became a Liquidity Provider Bond.

“*Fiscal Agent*” means the agent appointed from time to time under Section 5.03 of the Series Indenture.

“*Fitch*” has the meaning set forth in the Series Indenture.

“*General Indenture*” has the meaning ascribed thereto in the recitals of this Agreement.

“*Holder*” means (i) the Bank for so long as the Bank or its nominee or custodian is a holder of any 2002C Bond purchased hereunder and (ii) any other holder of any Liquidity Provider Bond to whom the Bank has assigned its rights under this Agreement.

“*Holding Period*” means, as to any Liquidity Provider Bond, the period commencing on the date of purchase of such Liquidity Provider Bond by the Bank hereunder and ending on the date on which the Bank receives the unpaid principal amount of such Liquidity Provider Bond, all accrued but unpaid interest thereon at the Liquidity Provider Rate and the Accrued Interest Fee, if any, accrued but unpaid on such Liquidity Provider Bond, or a purchase price for such Liquidity Provider Bond corresponding to the unpaid principal amount thereof, all accrued but unpaid interest thereon at the Liquidity Provider Rate and the Accrued Interest Fee, if any, accrued but unpaid on such Liquidity Provider Bond.

“*Indebtedness*” means (i) all indebtedness of the City for borrowed money and (ii) all bonds, notes, installment sales, conditional sales and capital lease obligations, incurred or assumed by the City, which are payable from the same source of funds as the 2002C Bonds.

“*Interest Commitment*” means, as of the Effective Date, \$6,130,149, computed as the interest on the outstanding principal amount of the 2002C Bonds for a period of 183 days in a

year of 365/366 days and calculated at the rate of 12.0% per annum, and thereafter means such initial amount adjusted from time to time as follows: (a) downward by an amount that bears the same proportion to such initial amount as the amount of any reduction in the Principal Commitment bears to the initial Principal Commitment as of the date of such reduction, and (b) upward by an amount that bears the same proportion to such initial amount as the amount of any increase in the Principal Commitment bears to the initial Principal Commitment as of the date of such increase.

“Interest Payment Date” has the meaning set forth in Article I of the Series Indenture.

“Liquidity Provider Bond” means a 2002C Bond which was purchased by the Bank under this Agreement, which is registered in the name of the Bank or its nominee and which has not been remarketed pursuant to Section 3.06 of the Series Indenture or retained by the Bank pursuant to Section 2.04(f) of this Agreement.

“Liquidity Provider Rate” for any Liquidity Provider Bond means (i) during the first ninety (90) day period following the date of purchase, a variable rate of interest equal to the Base Rate, (ii) during any period after the expiration of such ninety (90) day period or following the occurrence of an Event of Default, a variable rate of interest equal to the Term Loan Rate; (iii) during any period following the City’s written request pursuant to Section 2.07(a) to purchase the Liquidity Provider Bonds in ten (10) consecutive, equal semi-annual installments, a variable rate of interest equal to the Term Loan Rate, provided however that if the City fails to make any payments owing to the Bank under Section 2.07(a) of this Agreement when due, then a variable rate of interest equal to the Default Rate. Notwithstanding the forgoing, the Liquidity Provider Rate shall not exceed twenty percent (20%) per annum.

“Maximum Legal Rate” means the highest rate of interest permitted by applicable law.

“Moody’s” has the meaning set forth in the Series Indenture.

“Non-Covered Rate” means any interest rate other than the Weekly Rate, regardless of whether any such rate is in effect to the maturity date of the 2002C Bonds.

“Notice of Non-Extension” means a written notice delivered by the Bank to the City, each Rating Agency, the Trustee and the Remarketing Agent to the effect that the term of this Agreement will not be extended beyond the Expiration Date then in effect.

“Official Statement” means, collectively, the Official Statement dated on or about August 1, 2002 relating to the sale of the 2002C Bonds, including the Appendices attached thereto and any documents incorporated by reference therein, and the Supplement to Official Statement [to be] dated _____, 2012, including the Appendices attached thereto and any documents incorporated by reference therein.

“Prime Rate” means that interest rate so denominated and set by the Bank from time to time as an interest rate basis for borrowings. The Prime Rate is one of several interest rate bases used by the Bank. The Bank lends at rates above and below the Prime Rate. For purposes of computing interest, each change in the Prime Rate is effective on the date of such change.

“*Principal Commitment*” means, initially, \$101,890,000 and thereafter means such initial amount adjusted from time to time as follows: (a) downward by the amount of any reduction of the Principal Commitment pursuant to Section 2.03 of this Agreement; (b) downward by the principal amount of any 2002C Bonds purchased by the Bank pursuant to Section 2.01 of this Agreement as of the date of such purchase; (c) upward by the principal amount of any 2002C Bonds theretofore purchased by the Bank pursuant to Section 2.01 of this Agreement, and which are retained by the Bank under Section 2.04(f) of this Agreement or repurchased by the City under Section 2.04(f) of this Agreement and not redeemed; and (d) upward by the principal amount of any 2002C Bonds theretofore purchased by the Bank pursuant to Section 2.01 of this Agreement, and which are remarketed by the Remarketing Agent pursuant to Section 3.06 of the Series Indenture.

“*Principal Office of the Bank*” means the office of the Bank located at Bank of America Plaza, 101 South Tryon Street, NCI-002-03-10, Charlotte, North Carolina 28255, or such other office of the Bank as the Bank designates from time to time in writing to the City, the Trustee and the Remarketing Agent.

“*Purchase Certificate*” has the meaning set forth in Section 2.02(a)(ii) of this Agreement.

“*Purchase Date*” means any date on which the Bank is obligated to purchase 2002C Bonds pursuant to Section 4.06 of the Series Indenture and Section 2.01 of this Agreement.

“*Purchase Price*” means, with respect to any 2002C Bond or 2002C Bonds to be purchased on any Purchase Date, the aggregate principal amount thereof plus, unless the Purchase Date is an Interest Payment Date, interest accrued and unpaid thereon to such date.

“*Rating*” means the long-term rating assigned to the 2002C Bonds by any Rating Agency, provided, however, that so long as each Rating Agency has a long-term rating assigned to the 2002C Bonds, the Rating shall be determined by the highest two ratings assigned thereby to the 2002C Bonds; provided further, however, that if only two of the Rating Agencies have assigned a long-term rating to the 2002C Bonds, the Rating shall be determined by the lower of such two ratings.

“*Rating Agency*” means Fitch, if such agency’s ratings are in effect with respect to the 2002C Bonds, Moody’s, if such agency’s ratings are in effect with respect to the 2002C Bonds, and S&P, if such agency’s ratings are in effect with respect to the 2002C Bonds, and their respective successors and assigns.

“*Related Documents*” means the 2002C Bonds, the General Indenture, the Series Indenture and the Remarketing Agreement.

“*Remarketing Agent*” means Merrill Lynch, Pierce, Fenner and Smith Incorporated, or any successor appointed pursuant to the terms of the Series Indenture.

“*Remarketing Agreement*” means the Remarketing and Interest Services Agreement between the City and the Remarketing Agent, dated as of _____, as the same may be modified, amended or supplemented or replaced from time to time.

“S&P” has the meaning set forth in Article I of the Series Indenture.

“Series Indenture” has the meaning ascribed thereto in the recitals of this Agreement.

“State” means the State of North Carolina.

“Term Loan Rate” means the Base Rate plus 1.00% per annum; provided, however, that in no event shall the Term Loan Rate exceed 20% per annum.

“Termination Date” means the earliest to occur of the following (i) the Expiration Date; (ii) the date on which this Agreement terminates in accordance with Section 6.02 of this Agreement, (iii) the date on which the City terminates this Agreement in accordance with Section 2.09(c) or (d) of this Agreement, or (iv) the date on which the Bank receives a certificate from the Fiscal Agent in the form of Exhibit B (unless the City and the Bank have negotiated an amendment to this Agreement pursuant to Section 2.11 of this Agreement) or Exhibit C attached hereto.

“2002C Bond or 2002C Bonds” has the meaning ascribed thereto in the recitals of this Agreement.

Section 1.02 Other Words and Terms. All accounting terms used herein not expressly defined in this Agreement have the meanings respectively given to such terms in accordance with generally accepted accounting principles. All other capitalized words and terms used herein have the same meaning set forth in the General Indenture, as in effect on the date of authentication and delivery of the 2002C Bonds, unless the context hereof clearly indicates a different meaning is intended.

Section 1.03 Local Time. All references to a particular time of day set forth in this Agreement are to the time in New York, New York.

ARTICLE II

STANDBY 2002C BONDS PURCHASE OBLIGATION AND FEES

Section 2.01 Commitment to Purchase 2002C Bonds. The Bank agrees with the City, on the terms and conditions contained in this Agreement, to purchase 2002C Bonds (excluding 2002C Bonds registered in the name of the City) from time to time at the Purchase Dates at the Purchase Price and to comply with its duties as set forth in the Series Indenture. The aggregate principal amount of any 2002C Bond or 2002C Bonds purchased on any Purchase Date shall not exceed the Principal Commitment on such date. Such 2002C Bond or 2002C Bonds may be in any denomination authorized by the Series Indenture. The aggregate amount of the Purchase Price comprising interest on any Purchase Date with respect to the 2002C Bond or 2002C Bonds purchased on such Purchase Date shall not exceed the lesser of (i) the Interest Commitment on such Purchase Date attributable to such 2002C Bond or 2002C Bonds, or (ii) the actual amount of interest accrued on such 2002C Bond or 2002C Bonds as of such Purchase Date.

Any 2002C Bonds so purchased shall become Liquidity Provider Bonds and shall, from the date of such purchase and while they are Liquidity Provider Bonds, bear interest at the

Liquidity Provider Rate and have other characteristics as set forth in the Series Indenture and the 2002C Bonds. Principal and interest on Liquidity Provider Bonds shall be payable as provided in the Series Indenture.

Section 2.02 Method of Purchasing.

(a) The Bank agrees to purchase 2002C Bonds as described in Section 2.01 of this Agreement on satisfaction of the following conditions:

(i) if the 2002C Bonds are in physical form, delivery to the Fiscal Agent of 2002C Bonds in a form ready for transfer, properly endorsed or accompanied by documents of transfer satisfying the requirements of the Series Indenture, or registered in the name of the Bank or its agent or custodian in accordance with the terms of the Series Indenture, in the aggregate principal amount which, together with interest accrued thereon, if any, due in accordance with the Series Indenture, equals the amount set forth in the Purchase Certificate referred to and defined in subparagraph (ii) below; but if a book-entry system with respect to the 2002C Bonds is in effect, the 2002C Bonds shall be tendered or deemed tendered for purposes of this Section 2.02(a)(i) on receipt by the Bank of notice from the Fiscal Agent that 2002C Bonds are being tendered for purchase (which notice may be satisfied by delivery of a Purchase Certificate); and

(ii) presentation (including presentation by telegram, telex, telecopier or other telecommunication device) at the Principal Office of the Bank of a purchase certificate (a "*Purchase Certificate*"), in the form of Exhibit A attached hereto and by this reference made a part hereof, completed and signed by a duly authorized officer of the Fiscal Agent and dated the date such Purchase Certificate is presented hereunder.

(b) The Bank hereby agrees, subject to the terms and conditions of this Agreement, that 2002C Bonds will be purchased on a Business Day on satisfaction of the foregoing requirements. If the Purchase Certificate is received by the Bank at or before 11:00 A.M. on a Business Day, and provided that the documents presented in connection therewith conform to the terms and conditions hereof, payment of the amount specified shall be remitted by federal wire transfer to the Fiscal Agent (or as directed by the Fiscal Agent) in immediately available funds by 1:00 P.M. on the same Business Day. If the Purchase Certificate is received after 11:00 A.M. on a Business Day, and provided that the documents presented in connection therewith conform to the terms and conditions hereof, payment of the amount specified shall be remitted by federal wire transfer to the Fiscal Agent (or as directed by the Fiscal Agent) in immediately available funds by 1:00 P.M. on the next succeeding Business Day. All purchases of 2002C Bonds by the Bank hereunder shall be made with its own funds.

(c) The Bank shall not have any responsibility for, or incur any liability for, any act, or any failure to act, whether by the Fiscal Agent, Trustee or any person other than the Bank, which results in the failure of the Fiscal Agent or Trustee (i) to credit the proper account designated in writing to the Bank by the Fiscal Agent or Trustee with funds made available to the Fiscal Agent or Trustee by the Bank pursuant to Section 2.02(b) of this Agreement, or (ii) to purchase 2002C Bonds with such funds pursuant to this Section 2.02 and the Series Indenture.

Section 2.03 Reduction of Principal Commitment. The Bank's obligation to purchase the 2002C Bonds is limited to the Commitment. Immediately after any prepayment, repayment or other payment of all or any portion of the 2002C Bonds or the payment in full of any 2002C Bonds on their stated maturity date, the Principal Commitment of the Bank shall automatically be reduced by the aggregate principal amount of 2002C Bonds so redeemed or paid in full and the City shall promptly notify the Bank in writing of the aggregate principal amount of 2002C Bonds so redeemed or paid in full. Each such reduction in the Principal Commitment thereby immediately results in a pro rata reduction in the Interest Commitment.

Section 2.04 Accrued Interest Fees; Calculation of Interest; Right of the City to Purchase 2002C Bonds.

(a) The City shall pay directly to the Bank a fee (the "Accrued Interest Fee") for each Liquidity Provider Bond equal to the product of (i) the amount of accrued interest, if any, paid by the Bank to purchase such Liquidity Provider Bond which is not repaid to the City on the same Business Day, multiplied by (ii) the Liquidity Provider Rate, calculated as provided in Section 2.04(c) of this Agreement. The City and the Bank acknowledge and agree that all amounts to be paid to the Bank pursuant to this Agreement representing Accrued Interest Fees shall be treated as interest and secured by the General Indenture on parity with all other Bonds Outstanding under the General Indenture (as such terms are defined in the General Indenture).

(b) The Accrued Interest Fee for each Liquidity Provider Bond is payable on the earliest to occur of the following (i) the next Fee Payment Date, (ii) the last day of the Holding Period for such Liquidity Provider Bond, (iii) the maturity of such Liquidity Provider Bond whether by acceleration or call for prepayment or otherwise, (iv) the Expiration Date or the Termination Date, as applicable, and (v) after the times specified in clauses (i) and (iv) above, on demand.

(c) Accrued Interest Fees and interest shall be calculated on the basis of a fraction, (i) the numerator of which is the total number of days from the Purchase Date of such Liquidity Provider Bond or the date the relevant payment is due, as applicable, to the date such Accrued Interest Fees or accrued interest is paid to the Bank by the City, the Trustee or otherwise and (ii) the denominator of which is 360.

(d) Except as otherwise provided in this Agreement, any amount not paid when due hereunder shall bear interest for each day it is outstanding, payable on demand at a per annum rate equal to the Default Rate.

(e) Nothing herein shall be construed to require payment of a rate of interest plus, if applicable, an Accrued Interest Fee, assuming any such Accrued Interest Fee were treated as interest, that in the aggregate exceeds the Maximum Legal Rate.

(f) Subject to the next to last sentence of this Section 2.04(f), the City has the right to purchase any Liquidity Provider Bond during the Holding Period thereof. On receipt by the Bank of notice from the City by 10:30 A.M. on the date of sale (which shall be a Business Day), which notice states that the City is exercising its right to purchase any Liquidity Provider Bond and the aggregate unpaid principal amount of the Liquidity Provider Bonds to be sold by the Bank to the

City on such date, the Bank, subject to the next to last sentence of this Section 2.04(f), shall sell to the City an aggregate principal amount of Liquidity Provider Bonds for which payment has been made in immediately available funds, including interest accrued on the Liquidity Provider Bonds to the date of sale. If any Accrued Interest Fee has accrued on such Liquidity Provider Bonds, the City shall pay to the Bank such amounts due on the date of such sale. If the Bank elects not to sell any Liquidity Provider Bonds to the City in accordance with this Section 2.04(f), which election shall be irrevocable, notice of such election shall be given promptly to the City and from the date notice of such election is given by the Bank to the City interest on such Liquidity Provider Bonds shall thereafter accrue at the Bond Interest Rate. Any sale of a Liquidity Provider Bond by the Bank to the City pursuant to this Section 2.04(f) is without recourse to the Bank and without representation or warranty by the Bank of any kind.

Section 2.05 Fees. The City agrees to pay to the Bank such fees and expenses as set forth on the Fee Letter.

Section 2.06 General Provisions as to Payments. Notwithstanding any provision to the contrary contained herein, the City shall cause all amounts then due and payable to the Bank pursuant to this Agreement to be paid not later than 10:30 a.m. on the date when due in immediately available funds at the Principal Office of the Bank or at such other place as the Bank may designate in writing to the City. If any such amount is payable on a day that is not a Business Day, then such due date is extended to the next succeeding Business Day, and interest and Accrued Interest Fees for such Liquidity Provider Bond or such other amount shall continue to accrue during such extension. Any such amounts due to the Bank hereunder which are received by the Bank after 10:30 a.m. on the date when due shall, for the purpose of calculating interest or Accrued Interest Fees hereunder, be deemed to be received by the Bank on the next succeeding Business Day.

Section 2.07 Obligation by City to Purchase Liquidity Provider Bonds.

(a) The City shall purchase from the Bank each Liquidity Provider Bond on the date that is 90 days after the date such 2002C Bond became a Liquidity Provider Bond, as hereinafter provided in Section 2.07(c) below; provided, however, the purchase obligation of the City under this Section 2.07(a) may, at the written request of the City delivered to the Bank prior to the Termination Date, be paid in ten (10) consecutive, equal semi-annual installments of principal, such payments to commence on the next succeeding December 1 or June 1 following such written request by the City, whichever shall first occur, and continue on each December 1 and June 1 thereafter until fully paid. In any event, all principal and accrued and unpaid interest shall be due and payable on the date the tenth (10th) installment is due. The City shall also pay to the Bank interest on each Liquidity Provider Bond at a rate equal to the Liquidity Provider Rate, which shall be paid monthly in arrears on each Fee Payment Date and on the date the final principal installment is payable on a Liquidity Provider Bond as set forth above. The obligation of the Bank to permit the repayment of the purchase obligation in accordance with the preceding sentence is subject to the condition precedent that no Default or Event of Default shall exist hereunder.

(b) Notwithstanding anything herein to the contrary, each Liquidity Provider Bond payable in semi-annual installments as set forth in Section 2.07(a) above must be repaid in full

by the earliest of (i) the fifth anniversary of the date the Bank accepts the City's request to purchase such Liquidity Provider Bond in semi-annual installments, (ii) the date that an alternate liquidity facility for the 2002C Bonds is delivered to the Trustee and (iii) the date that the Commitment is permanently reduced to zero or this Agreement is otherwise terminated prior to the Expiration Date, including terminations pursuant to an Event of Default.

(c) The aggregate purchase price of each Liquidity Provider Bond purchased under Section 2.07(a) or (b) above shall be equal to the sum of: (i) the unpaid principal amount of such Liquidity Provider Bonds; (ii) all accrued but unpaid interest thereon at the Liquidity Provider Rate (calculated in accordance with the provisions of the Series Indenture applicable to Liquidity Provider Bonds) to the date of such purchase; and (iii) the Accrued Interest Fee, if any, accrued but unpaid on such Liquidity Provider Bonds to the date of such purchase. Any sale of a Liquidity Provider Bond pursuant to this Section 2.07 shall be without recourse to the Bank and without representation or warranty of any kind.

Section 2.08 Notice of Sale. The Bank agrees that it shall promptly notify the City of any sale by the Bank (other than a sale pursuant to Section 2.04(f) of this Agreement) of Liquidity Provider Bonds purchased by the Bank pursuant to this Agreement.

Section 2.09 Term of Agreement; Extensions of Term; Termination by City.

(a) The term of this Agreement begins on the Closing Date and ends on the Termination Date.

(b) The term of this Agreement is stated to expire, subject to earlier termination under certain circumstances, on the Expiration Date. Upon written request of the City, which must be received by the Bank not less than 120 days prior to the Expiration Date, the term of this Agreement may be extended in the discretion of the Bank for an additional term pursuant to a written agreement mutually acceptable to the City and the Bank. If the Bank determines not to extend the Expiration Date, the Bank shall endeavor in good faith to deliver a Notice of Non-Extension to the City at least 90 days before the Expiration Date, however, failure by the Bank to deliver a Notice of Non-Extension shall not obligate the Bank to extend the term of this Agreement or act as an extension thereof. The Bank may determine not to extend the term of this Agreement in its sole discretion and no course of dealing or other circumstance shall require the Bank to extend the term of this Agreement.

(c) This Agreement may be terminated (including any termination in connection with replacement of the Liquidity Facility in accordance with Section 4.07 of the Series Indenture) at any time at the written request of the City on satisfaction of all conditions specified in subsections (i) and (ii) below:

(i) the City has given not less than 90 days' prior written notice to the Bank, the Remarketing Agent, the Trustee and each Rating Agency that the City intends to terminate this Agreement; and

(ii) all amounts then owing to the Bank hereunder have been paid in full.

(d) If, in connection with a proposed conversion of the 2002C Bonds to a Non-Covered Rate pursuant to the Series Indenture, the City and the Bank fail to negotiate mutually agreeable amendments to this Agreement as described in Section 2.11 of this Agreement, the City, upon receipt of written notice from the Bank declining to amend this Agreement and provided all amounts owing to the Bank hereunder have been paid in full, may terminate this Agreement by giving 30 days' prior written notice to the Bank.

Section 2.10 Payments in Respect of Increased Costs.

(a) If at any time after the date hereof, and from time to time, the Bank determines that the adoption or modification of any applicable law, rule or regulation regarding taxation, the Bank's required levels of reserves, deposits, insurance or capital (including any allocation of capital requirements or conditions), or similar requirements (including without limitation, the laws, rules, regulations and requirements relating to the implementation of the Dodd-Frank Wall Street Reform and Consumer Protection Act or Basel III, regardless of the date enacted, adopted or issued, as applicable), or any interpretation or administration thereof by any governmental authority, central bank or comparable agency charged with any of such requirements, has or would have the effect of (i) increasing the Bank's costs relating to the obligations hereunder to a level above, or (ii) reducing the yield or rate of return of the Bank on the obligations hereunder to a level below, that which would have obtained but for the adoption or modification of any such requirements, the City shall, within 30 days of any request by the Bank, pay to the Bank, upon receipt from it of a written invoice setting forth the amount (and the calculations with respect thereto) which the Bank in good faith determines will compensate it for such increase in costs or reduction in yield or rate of return. The Bank will attempt to deliver any such invoice to the City within a reasonable period of time after the occurrence of any of the events described in this Section 2.10(a), but no failure by the Bank to immediately or promptly demand payment of any additional amounts payable hereunder shall constitute a waiver of the Bank's right to demand payment of such amounts at any subsequent time. Nothing herein contained shall be construed or so operate as to require the City to pay any interest, fees, costs or charges greater than is permitted by applicable law.

(b) If for any reason the City is charged with any amount pursuant to Section 2.10(a) of this Agreement as a result of an increase in a cost to or payment by the Bank or decrease in amount payable to the Bank, and any such cost to the Bank is subsequently reduced, any such amount receivable by the Bank is subsequently increased or any such required payment by the Bank is subsequently reduced, then the Bank will promptly so notify the City, and the amounts due thereafter to the Bank under said Section 2.10(a) shall be reduced by the amount of such reduction or increase; provided, however, that such amounts shall not be reduced below zero.

Section 2.11 Adjustment of Interest Commitment. If the City determines to convert the 2002C Bonds to a Non-Covered Rate pursuant to the Series Indenture, the City and the Bank may negotiate amendments to this Agreement, including amendments to increase the Interest Commitment and to increase any fees payable under this Agreement. Nothing in this Agreement, however, shall be construed as requiring either party to negotiate any such changes or to enter into any such amended agreement except upon terms agreeable to such party. If the City and the Bank fail to negotiate mutually agreeable amendments to this Agreement, the City may terminate this Agreement as provided in Section 2.09(d), of this Agreement.

Section 2.12 Remarketing of Liquidity Provider Bonds. The Bank expressly reserves the right to direct the Remarketing Agent to remarket Liquidity Provider Bonds to purchasers identified by the Bank.

ARTICLE III

CONDITIONS PRECEDENT

Section 3.01 Conditions Precedent. The obligation of the Bank to enter into this Agreement and extend the Expiration Date is subject to the following conditions precedent, which shall have been fulfilled to the satisfaction of the Bank and its counsel (the date when all such conditions are satisfied being referred to as the “**Extension Date**”) and if so fulfilled, this Agreement will become legally binding and the terms and provisions hereof shall become effective as of the Effective Date; provided that until the Effective Date, the terms and provisions of the Original Agreement shall remain in full force and effect:

(a) The Bank shall have received a certificate signed by the City’s Chief Financial Officer, dated the Extension Date certifying that (1) no Default or Event of Default has occurred and is continuing under the Original Agreement, (2) the representations and warranties set forth in Article IV hereof shall be true and correct on and as of the Extension Date with the same force and effect as if made on and as of such date, (3) the City is in compliance with the covenants set forth in Article V hereof as of the Extension Date and (4) since the Closing Date, no change, circumstance or event has occurred or exists which has had, or could reasonably be expected to have, a material adverse effect on the legality, validity, binding effect or enforceability against the City of the 2002C Bonds or this Agreement or the Original Agreement.

(b) All fees and expenses due and payable in accordance with the provisions of the Original Agreement shall have been paid and all legal fees incurred by the Bank in connection with this Agreement shall have been paid.

Section 3.02 Conditions Precedent on Each Date of Purchase. On each date on which 2002C Bonds are to be purchased by the Bank pursuant to Section 2.01 of this Agreement, no Event of Immediate Termination has occurred and is continuing.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES

Section 4.01 Representations and Warranties by City. The City respectively represents and warrants as follows:

(a) The City is a city duly organized, validly existing and in good standing under the laws of the State of North Carolina, has the power to enter into this Agreement and the Related Documents to which it is a party and has duly authorized the execution and delivery of this Agreement and the Related Documents to which it is a party.

(b) At one or more meetings of the governing body of the City that was duly called and at which a quorum was present and acting throughout, the governing body of the City duly approved such execution and delivery by the City.

(c) No further approval, authorization, consent or order of any public board or body (other than in connection or in compliance with the provisions of the securities or "Blue Sky" laws of any jurisdiction) is legally required with respect to the execution, delivery and performance by the City of this Agreement and the Related Documents to which the City is a party.

(d) The approval, execution and delivery by the City of this Agreement and the Related Documents to which it is a party and compliance with the provisions thereof, under the circumstances contemplated thereby and hereof, do not and will not conflict with, constitute a breach of or default under, or result in the creation of a lien on any property of the City (except as contemplated therein) pursuant to applicable law or any indenture, bond order, deed of trust; mortgage, agreement or other instrument to which the City is a party or by which the City is bound, or conflict with or violate any applicable law, administrative rule, regulation, judgment, court order or consent decree to which the City is subject.

(e) This Agreement and the Related Documents to which the City is a party are the valid and legally binding obligations of the City, enforceable against the City in accordance with their respective terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws or equitable principles relating to or limiting creditors' rights generally.

(f) All data, certificates, reports, statements, documents and other information furnished to the Bank by or on behalf of the City in connection with this Agreement and the Related Documents to which it is a party were, at the time the same were so furnished, correct in all material respects and did not contain any untrue statement of a material fact, and there has been no material adverse change in the condition of the City, financial or otherwise, subsequent thereto.

(g) The statements and information contained in the Official Statement with respect to the affairs of the City did not contain or include any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading as of the Closing Date. The financial statements of the City as set forth in Appendix A to the Official Statement, presented fairly the financial condition of the City as of the respective dates and the results of operations for the respective periods set forth therein and were prepared in accordance with generally accepted accounting principles consistently applied, except as otherwise noted therein.

(h) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, or before or by any court, public board or body, pending, or, to the best knowledge of the City, threatened against or affecting the City (or to the best of the City's knowledge is there any basis in fact therefor) wherein an unfavorable decision, ruling or finding could materially adversely affect the transactions contemplated by this Agreement or any of the Related Documents to which it is a party or which, in any way, could adversely affect the validity or enforceability of

this Agreement or any of the Related Documents to which it is a party or any other agreement or instrument to which the City is a party and which is used or contemplated for use in the consummation of the transactions contemplated by this Agreement and the Related Documents to which it is a party.

(i) The audited financial reports of the City for the fiscal year ended June 30, [2012], previously supplied to the Bank, present fairly the financial position of the City for the period specified, and such financial reports and statements have been prepared in conformity with generally accepted accounting principles consistently applied in all material respects for the period involved, except as may otherwise be stated in the notes, thereto. There are no material liabilities, direct or indirect, fixed or contingent, of the City that are not reflected in said financial statements or in the notes thereto, other than liabilities incurred subsequent to such date in the ordinary course of business or permitted by this Agreement. Since June 30, [2012], the date of the last annual audited financial statement of the City, there has been no material adverse change in the properties, business, condition (financial or other) or operations of the City, whether or not arising from transactions in the ordinary course of business.

(j) Except as set forth in or contemplated by the Official Statement, since June 30, [2012], there has been no material adverse change in the general affairs, financial position, results of operations or condition, financial or otherwise, of the City, and the City has not incurred liabilities that would materially affect the ability of the City to discharge its obligations under this Agreement and the Related Documents to which it is a party, direct or contingent.

(k) The City is not a party to any contract or agreement or subject to any charter or other restriction not disclosed in the Official Statement, including the financial statements of the City as set forth in Appendix A to the Official Statement, the performance of or compliance with which may have a material adverse effect on the financial condition or operations of the City.

(l) The City is not in violation of any provision of its charter and is not in default in the payment of the principal of or interest on or with respect to any of its Indebtedness or under any instrument under or subject to which any Indebtedness has been incurred; no event has occurred and is continuing that, with the lapse of time or the giving of notice or both, would constitute an event of default under any such instrument,

Section 4.02 Remaking of Representations and Warranties. Delivery by the Fiscal Agent or Trustee of the Purchase Certificate referred to in Section 2.02(a)(ii) of this Agreement shall be deemed to be a remaking by the City of the representations and warranties contained in Section 4.01(a), (d), (e) and (h) of this Agreement on and as of such date of delivery and a representation and warranty on such date that no Event of Default has occurred and is continuing on such date.

Section 4.03 Representations and Warranties by the Bank.

(a) The Bank is a national banking association duly organized, validly existing and in good standing under the laws of the United States of America, is not in violation of any provision of its organic documents or its bylaws, has power to enter into this Agreement and has duly authorized the execution and delivery of this Agreement.

(b) The execution, delivery and performance of this Agreement do not conflict with or result in a breach of the terms, conditions or provisions or any restriction of the Bank's organic documents or any agreement or instrument to which the Bank is now a party or by which the Bank is bound, or constitute a default under any of the foregoing, or result in the creation or imposition of any lien upon any of the property or assets of the Bank except as may be contemplated by this Agreement.

(c) No further approval, authorization, consent or order of any public board or body (other than in connection or in compliance with the provisions of the securities or "Blue Sky" laws of any jurisdiction) is legally required with respect to the execution, delivery and performance by the Bank of this Agreement.

(d) This Agreement is the valid and legally binding obligation of the Bank, enforceable against the Bank in accordance with its respective terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws or equitable principles relating to or limiting creditors' rights generally and, in the case of indemnity obligations, considerations of public policy.

(e) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, or before or by any court, public board or body, pending, threatened against or affecting the Bank (or to the best of the Bank's knowledge is there any basis therefor) wherein an unfavorable decision, ruling or finding could materially adversely affect the transactions contemplated by this Agreement or which, in any way, could adversely affect the validity or enforceability of this Agreement.

ARTICLE V

COVENANTS

So long as the Termination Date has not occurred or so long as the Bank holds Liquidity Provider Bonds purchased under this Agreement, the City agrees that it will, unless the Bank otherwise consents in writing, comply with the following covenants:

Section 5.01 Amendment of Related Documents. The City will not enter into or consent to any amendment or departure from the provisions of any of the Related Documents to which it is a party.

Section 5.02 Punctual Payment; Compliance with Other Agreements. The City will cause to be paid to the Bank any amounts which may become due to the Bank in accordance with the terms of this Agreement, and will faithfully observe and perform all of the conditions, covenants and requirements contained in this Agreement and the conditions, covenants and requirements on its part to be observed and performed under the Related Documents to which it is a party.

Section 5.03 Notice. The City will promptly give written notice to the Bank of the occurrence of a Default of which it is aware. Furthermore, the City will promptly give written notice to the Bank of any notice obtained by the City regarding any pending, proposed or

contemplated action or proceeding by any government, governmental agency or any other entity which, in the reasonable judgment of the City, could result in a challenge to the validity of this Agreement or to the enforceability of the obligations of the City hereunder or under the Related Documents to which it is a party.

Section 5.04 Visitation Rights. The City agrees to permit the Bank or any agents or representatives thereof at any reasonable time and from time to time to examine and make copies of and abstracts from its financial records, budgets and books of account (excluding any matters required by law to be kept confidential), to visit any of its facilities and to discuss its affairs, finances and accounts with any of the City's officers, officials or representatives. The City further agrees that the provisions of this Section 5.04 shall not in any way limit the rights of the Bank under Section 5.07 of this Agreement.

Section 5.05 Reporting Requirements. The City agrees to furnish to the Bank:

(a) as soon as available and in any event within 270 days after the end of each fiscal year, a copy of the audited financial statements of the City as of the end of such fiscal year and the notes thereto, in each case certified in a manner reasonably satisfactory to the Bank by independent certified public accountants approved by the Bank, which approval shall not be unreasonably withheld;

(b) concurrently with delivery of the financial statements specified in subsection (a) of this Section 5.05, a certificate dated as of the end of such fiscal year of the finance officer of the City stating that as of the date thereof no Event of Default has occurred and is continuing or exists, or if such an Event of Default has occurred and is continuing or exists, specifying in detail the nature and period of existence thereof and any action with respect thereto taken or contemplated to be taken by the City; and

(c) such other information respecting the condition or operations, financial or otherwise, of the City as the Bank may from time to time reasonably request.

Section 5.06 Compliance with Laws, Etc. The City agrees to comply in all material respects with all applicable laws, rules, regulations and orders of any governmental authority, noncompliance with which would materially and adversely affect its business or condition, such compliance to include, without limitation, paying before the same become delinquent all material taxes, assessments and governmental charges imposed upon it or upon its property, except to the extent compliance with any of the foregoing is then being contested in good faith.

Section 5.07 Keeping of Books. The City shall keep accurate records and accounts in which full and current entries shall be made of financial transactions and the assets and business of the City in accordance with generally accepted accounting principles applied on a consistent basis. Such records and accounts shall be open at all reasonable times to the inspection of the Bank and its agents and representatives.

Section 5.08 Tax Status. The City agrees not to take any action or consent to the taking of any action by others that will impair the exclusion from gross income for federal income tax purposes of the interest paid or payable with respect to the 2002C Bonds.

Section 5.09 The City's Knowledge of Certain Events. The City, within fifteen (15) Business Days after obtaining actual knowledge of the occurrence of any Default or Event of Default hereunder, or an event which would constitute such an Event of Default or Default hereunder or under any other material obligation of the City, or any material adverse change in the City's condition, financial or otherwise, will cause to be delivered to the Bank an Officer's Certificate specifying the nature thereof, the period of existence thereof and what action the City proposes to take with respect thereto.

Section 5.10 Payment of Obligations. The City agrees to pay when due (including any applicable grace period) all its material obligations and liabilities, except where the same may be contested in good faith and appropriate reserves for the accrual of same as required by generally accepted accounting principles are maintained.

Section 5.11 Taxes and ERISA. The City agrees to promptly pay, or cause to be paid, all taxes, assessments or other governmental charges levied on the City or its property or income and comply with all requirements of ERISA applicable to it.

Section 5.12 Additional Information; Further Assurances. The City will deliver to the Bank, in form and substance reasonably satisfactory to the Bank, such information as the Bank may reasonably request. The City shall cooperate with the Bank and execute such further instruments and documents as the Bank shall reasonably request to carry out to the Bank's satisfaction the transactions contemplated by this Agreement.

Section 5.13 Liquidity Provider Bond Rating. The City shall, upon the request of the Bank, (a) deliver to the Bank within five (5) Business Days of such request evidence satisfactory to it that a CUSIP number has been obtained and reserved from Standard & Poor's CUSIP Service Bureau, as division of The McGraw-Hill Companies, Inc., for the Liquidity Provider Bonds and (b) use its best efforts to obtain from at least one Rating Agency, a rating specifically assigned to such Liquidity Provider Bonds (and their related CUSIP Number) of not less than "BBB-/Baa3", and the City will at all times maintain such rating.

ARTICLE VI

EVENTS OF DEFAULT

Section 6.01 Events of Default. Each of the following is an "Event of Default" under this Agreement:

- (a) principal or interest with respect to any 2002C Bond (including any Liquidity Provider Bond) is not paid when due; or
- (b) principal, sinking fund installments or interest with respect to any other Bonds (as defined in the General Indenture) authenticated and outstanding under the General Indenture is not paid when due; or
- (c) a final and non-appealable order of a court or a final and non-appealable finding of a governmental agency having jurisdiction is entered to the effect that any payment provision of this Agreement is not valid and binding on the City under applicable law, or the City denies

that it has any further liability or obligation under this Agreement or any other Related Document (excluding for this purpose, the Remarketing Agreement) to which it is a party; or

(d) the City files any petition or action for relief under any bankruptcy, reorganization, insolvency or moratorium law, or any other law or laws in relief of or relating to debtors or any such petition or action shall be filed against the City and, in the case of any such petition or action filed against the City, such petition or action (i) results in the entry of an order for relief or (ii) continues undismissed or pending and unstayed for a period of ninety (90) consecutive days; or

(e) each Rating Agency assigns a long-term rating to the 2002C Bonds which is below investment grade (as specified by such Rating Agency) or each Rating Agency withdraws or suspends, for credit related reasons, the long-term rating for the 2002C Bonds; or

(f) entry of any final and non-appealable judgment or order in an amount in excess of \$25,000,000 payable from the general funds of the City or rendered against the City or any property of the City and such judgment or order shall continue unsatisfied and unstayed for a period of 60 days or such longer period as may be required by such judgment or order; or

(g) (i) the City fails to perform in all material respects any of the terms, condition; covenants or agreements required to be performed by the City hereunder, or (ii) a material default (other than a failure described in subsection (a)) occurs under any Related Document as it exists on the date hereof, and in either such case such failure or default continues uncured for a period of 30 days after the City has been given notice thereof by the Bank); provided such 30-day cure period may be extended up to 30 days so long as such default is not reasonably capable of being cured in 30 days and the City commences and diligently pursues such cure; or

(h) the City fails to pay (i) when due, any amount due under the Fee Letter pursuant to Section 2.05, or (ii) within 5 days after written notice to the City from the Bank, any other amount payable under this Agreement; or

(i) the City fails to purchase Liquidity Provider Bonds from the Bank on the dates and in the amounts required by Section 2.07 of this Agreement; or

(j) any representation or warranty made or deemed made by the City herein or in any Related Document to which it is a party or representation or warranty made or deemed made by the City in any other document, certificate or instrument delivered hereunder proves to have been untrue or incomplete in any material respect when made or deemed made; or

(k) the long-term credit rating assigned to the 2002C Bonds by any Rating Agency then maintaining a rating on the 2002C Bonds is withdrawn or suspended; or

(l) any Rating Agency assigns a long-term rating to the 2002C Bonds which is below investment grade (as specified by such Rating Agency).

Section 6.02 Remedies. On the occurrence of an Event of Default and unless the Bank agrees in writing to waive such Event of Default, the Bank may:

(a) Upon the occurrence of an Event of Default as specified in Section 6.01(a) through (f) hereof, the obligation of the Bank to purchase 2002C Bonds will immediately terminate without notice or demand and thereafter the Bank will be under no obligation to purchase 2002C Bonds. Promptly after the Bank receives written notice of any such Event of Default, the Bank will give written notice of the same to the Trustee, the City, each Rating Agency, the LGC and the Remarketing Agent; provided, however, that the Bank will incur no liability or responsibility whatsoever by reason of its failure to give such notice and such failure will in no way affect the termination of the Bank's obligation to purchase 2002C Bonds pursuant to this Agreement. The Trustee or the Remarketing Agent will, in accordance with the terms of the Series Indenture, immediately notify all holders of 2002C Bonds of the termination of the Bank's obligation to purchase 2002C Bonds.

(b) In the case of the occurrence of any Event of Default specified in Sections 6.01(g) through (l) hereof, the Bank may terminate its obligation under this Agreement by giving written notice to the City, the Trustee, each Rating Agency, the LGC and the Remarketing Agent, specifying the date on which this Agreement shall terminate, which shall be a Business Day not less than 60 days from the date notice was received by the Trustee, and at 5:00 p.m. on the specified termination date, the Bank shall be under no further obligation to fund the purchase of any 2002C Bonds under this Agreement and this Agreement will terminate.

(c) In addition to the rights and remedies set forth in Sections 6.02(a) and (b) hereof, in the case of the occurrence of any Event of Default specified in Section 6.01 hereof, (i) upon the election of the Bank all accrued and unpaid interest and commitment fees, Accrued Interest Fees and other fees, if any, and all other amounts then owing by the City to the Bank hereunder (other than payments of principal and interest on the 2002C Bonds) shall become immediately due and payable without presentment, demand, protest or notice of any kind, all of which are hereby expressly waived by the City, (ii) the Bank may exercise, at any time and from time to time, any and all rights of the Bank as a 2002C Bond holder or otherwise; and (iii) the Bank shall have all the rights and remedies available to it under this Agreement, including the Related Documents to which it is a party, or otherwise provided at law or equity, including, without limitation, specific performance.

ARTICLE VII

MISCELLANEOUS

Section 7.01 Amendments, Etc. No amendment or waiver of any provision of this Agreement or consent to any departure by either party hereto therefrom is effective unless it is in writing and signed by both parties to this Agreement, and then such waiver or consent is effective only specific instance and for the specific purpose for which given.

Section 7.02 Notices. Except as expressly provided for herein, all notices and other communications provided for hereunder shall be in writing (including telegram, telecopier or other telecommunication device) and mailed, telegraphed, telecopied or delivered to each party at the address or telecopy number specified for such party on Exhibit C attached to this Agreement or at such other address or telecopy number as shall be designated in the Series Indenture or by such party in a written notice to the other party. All such notices and other

communications shall be effective (i) if given by certified or registered mail, the third Business Day after such notice or other communication is deposited in the mails with the requisite postage prepaid and (ii) in all other cases, when received.

Section 7.03 No Waiver: Remedies. No failure on the part of either party hereto to exercise, and no delay in exercising, any right hereunder operates as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

Section 7.04 Indemnification. The City hereby agrees, to the extent permitted by law, to indemnify and hold harmless the Bank from and against any and all claims, damages, losses, liabilities, reasonable costs or expenses whatsoever which the Bank may incur (or which may be claimed against the Bank by any person or entity whatsoever) by reason of or in connection with (a) the execution and delivery of or payment or failure to pay under, this Agreement, (b) the execution, delivery and sale of the 2002C Bonds, including without limitation any of the foregoing resulting from any misstatement or omission in the Official Statement (other than under the caption heading "THE LIQUIDITY FACILITY" and other than in Appendix D), or (a) any action or proceeding relating to a court order, injunction or other process or decree restraining or seeking to restrain the Bank from paying any amount under this Agreement; provided that the City is not required to indemnify the Bank for any claims, damages, losses, liabilities, costs or expenses to the extent, but only to the extent, caused by (a) the gross negligence or willful misconduct of the Bank or (b) the Bank's failure to purchase 2002C Bonds hereunder after the presentation to it by the Fiscal Agent or Trustee of a certificate strictly complying with the terms and conditions hereof, any other document required under Article II, and any accompanying certificates that comport with the requirements for transfer stated in the 2002C Bonds. Nothing in this Section 7.04 is intended to limit the obligations of the City under this Agreement. If any action is brought against the Bank in respect of which indemnity may be sought against the City, the Bank shall promptly notify the City in writing, and the City shall promptly assume the defense thereof, including the employment of counsel, the payment of all expenses and the right to negotiate and consent to settlement. The Bank has the right to employ separate counsel in any such action and to participate in the defense thereof, and the reasonable fees and expenses of such counsel shall be at the expense of the Bank unless the named parties to any such action (including any impleaded parties) include both the City and the Bank and representation of the City and the Bank by the same counsel would be inappropriate due to actual or potential differing interests between them, in which case the reasonable fees and expenses of such counsel shall be at the expense of the City. The City shall not be liable for any settlement of any such action effected without its consent by the Bank, but if settled with the consent of the City or if there is a final judgment for the plaintiff in any such action against the City or the Bank, with or without the consent of the City, the City agrees to indemnify and hold harmless the Bank to the extent provided herein.

Section 7.05 Continuing Obligation. This Agreement is a continuing obligation and is (a) binding on the parties hereto, their successors and assigns, and (b) inures to the benefit of and is enforceable by the parties hereto and their successors and assigns; provided that, neither party hereto may assign all or any part of this Agreement without the prior written consent of the other party hereto and each Rating Agency. Notwithstanding the foregoing sentence of this Section

7.05, the Bank may sell participations in all or a portion of its rights and obligations hereunder to one or more banks or trust companies, each of which is organized under the laws of the United States of America or any state thereof and has combined capital and surplus of at least \$100,000,000, and, in connection with any such sale of a participation, the Bank (i) shall remain responsible for the performance of its obligations hereunder and the City shall continue to deal solely and directly with the Bank in connection with its rights and obligations under this Agreement and (ii) may disclose to the participant or proposed participant any information relating to the City furnished to the Bank by or on behalf of the City.

Section 7.06 Liability of the Bank. Neither the Bank nor any of its officers or directors are liable or responsible for (a) any acts or omissions of the Fiscal Agent, Trustee or the Remarketing Agent in connection with the purchase of the 2002C Bonds; (b) the validity, sufficiency or genuineness of documents, even, if such documents should in fact prove to be in any or all respects invalid, insufficient, fraudulent or forged; or (c) any other circumstance whatsoever in making or failing to make payment hereunder, except only that the Bank is liable to the extent, but only to the extent, of any direct, as opposed to consequential, damages which were caused by (i) the Bank's gross negligence or willful misconduct or (ii) the Bank's failure to purchase 2002C Bonds hereunder after the presentation to it by the Fiscal Agent or Trustee of a certificate strictly complying with the terms and conditions hereof, any other document required under Article and any accompanying certificates that comport with the requirements for transfer stated in the 2002C Bonds.

Section 7.07 Costs, Expenses and Taxes. The City agrees to pay or cause to be paid on demand all reasonable out-of-pocket expenses of the Bank, including fees and disbursements of counsel, in connection with; (i) the preparation, execution, delivery, filing and administration of this Agreement, the Related Documents to which it is a party and otherwise in connection with the initial execution and delivery of the 2002C Bonds, (ii) any amendments, supplements, consents or waivers hereto or thereto, and (iii) an Event of Default under this Agreement, or any default or event of default by the City under the 2002C Bonds, any of the Related Documents to which it is a party or any other documents which may be delivered in connection herewith or therewith. In addition, the City shall pay any and all taxes, fees, costs or expenses payable or determined to be payable in connection with the execution, delivery, filing and recording of this Agreement and such other documents and agree, to the extent permitted by law, to save the Bank harmless from and against any and all liabilities with respect to or resulting from any delay in paying or omission to pay such taxes, fees, costs or expenses. It is the intention of the parties hereto that the City shall pay amounts referred to in this Section 7.07 directly. If the Bank pays any of the amounts referred to in this Section 7.07, directly, the City will reimburse the Bank for such advances and interest on such advance shall accrue until reimbursed at the Default Rate.

Section 7.08 Severability. Any provision of this Agreement which is prohibited, unenforceable or not authorized in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability or nonauthorization without invalidating the remaining provisions hereof or affecting the validity, enforceability or legality of such provision in any other jurisdiction.

Section 7.09 Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State.

Section 7.10 Headings. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

Section 7.11 Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original with the same effect as if the signatures thereto and hereto were upon the same instrument.

Section 7.12 Additional Indemnification. In addition to and not in limitation of Section 7.04 of this Agreement, the City hereby agrees, to the extent permitted by law, to indemnify and hold harmless the Bank from and against any and all claims, damages, losses, liabilities, reasonable costs or expenses whatsoever which the Bank may incur (or which may be claimed against the Bank by any person or entity whatsoever) by reason of or in connection with any claim that the Bank is or was not the legal and equitable owner of any 2002C Bond for which purchase moneys were supplied by the Bank hereunder. It is the intention of the parties that as to any 2002C Bond as to which any such claim is made the Bank shall receive amounts equal to, and on the same dates as, the amounts which it would receive under this Agreement or any Related Document with respect to such 2002C Bond as the owner or registered owner thereof, and that such 2002C Bond shall for all purposes be considered a 2002C Bond purchased by the Bank hereunder. The liability of the City to the Bank under this Section 7.12 shall accrue immediately on assertion by any party whatsoever of any claim under or on account of said 2002C Bond irrespective of the manner or procedure in or which said assertion is made. If any action is brought against the Bank in respect of which indemnity may be sought against the City, the Bank shall promptly notify the City in writing, and the City shall promptly assume the defense thereof, including the employment of counsel, the payment of all expenses and the right to negotiate and consent to settlement. The Bank has the right to employ separate counsel in any such action (in which case the City may discharge any counsel previously employed by it to defend such action) and to participate in the defense thereof, and the reasonable fees and expenses of all such counsel shall be at the expense of the Bank unless the named parties to any such action (including any impleaded parties) include both the City and the Bank and representation of both the City and the Bank by the same counsel would be inappropriate due to actual or potential differing interests between them, in which case the reasonable fees and expenses of such counsel shall be at the expense of the City. The City shall not be liable for any settlement of any such action effected without their consent by the Bank, but if settled with the consent of the City or if there be a final judgment for the plaintiff in any such action against the City or the Bank, with or without the consent of the City, the City agrees to indemnify and hold harmless the Bank to the extent provided herein.

Section 7.13 Covenants of City not Covenants of Officials Individually. No covenant, stipulation, obligation or agreement contained herein shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, agent, officer, council member, official or employee of the City in his or her individual capacity, and neither the members of the City Council of the City nor any other officer or employee of the City is subject to any personal liability or accountability by reason of the execution and delivery of this Agreement.

Section 7.14 Right of Set-Off. In addition to any rights now or hereafter granted under applicable law and not by way of limitation of any such rights, during the continuance of any Event of Default hereunder the Bank is hereby authorized at any time and from time to time, without notice to the City or to any other person or entity, any such notice being hereby expressly waived by the City, to set-off and to appropriate and apply any and all deposits (general or special) and any other indebtedness at any time held or owing by the Bank to or for the credit or the account of the City against and on account of the obligations of the City, irrespective of whether or not the Bank shall have made any demand hereunder and although said obligations, liabilities or claims, or any of them, shall be contingent or unmatured.

Section 7.15 No Advisory or Fiduciary Role. The City acknowledges and agrees that: (i) the transaction contemplated by this Agreement is an arm's length, commercial transaction between the City and the Bank in which Bank is acting solely as a principal and is not acting as a municipal advisor, financial advisor or fiduciary to the City; (ii) Bank has not assumed any advisory or fiduciary responsibility to the City with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether Bank has provided other services or is currently providing other services to the City on other matters); (iii) the only obligations Bank has to the City with respect to the transaction contemplated hereby expressly are set forth in this Agreement; and (iv) the City has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate.

Section 7.16 Trustee's Execution. The Trustee is executing this Agreement to acknowledge receipt thereof, and to confirm its obligations with respect to this Agreement as set forth in the Series Indenture. Nothing contained herein shall obligate the Trustee to take any action with respect to this Agreement or the 2002C Bonds except as specifically set forth in the Series Indenture or the General Indenture.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of November 16, 2012.

BANK OF AMERICA, N.A.

By: _____
R. Brooks Scurry
Vice President

**CITY OF CHARLOTTE, NORTH
CAROLINA**

By: _____
Name: _____
Title: _____

U.S. BANK NATIONAL ASSOCIATION

By: _____
Name: _____
Title: _____

EXHIBIT A

PURCHASE CERTIFICATE

The undersigned, a duly authorized officer of U.S. Bank National Association (the "*Fiscal Agent*"), in its capacity as Fiscal Agent for the Variable Rate Water and Sewer System Revenue Refunding Bonds, Series 2002C (the "*2002C Bonds*") hereby certifies to Bank of America, N.A, (the "*Bank*"), with reference to the Amended and Restated Standby Bond Purchase Agreement (as amended from time to time, the "*Agreement*"; any capitalized term used herein and not otherwise defined herein has its respective meaning as set forth in the Agreement) dated as of November 16, 2012, between the City of Charlotte, North Carolina, U.S. Bank National Association, as trustee, and the Bank, that:

- (1) The Fiscal Agent is the Fiscal Agent under the Series Indenture relating to the 2002C Bonds.
- (2) 2002C Bonds in the principal amount of \$ _____ have been delivered or deemed delivered to the Fiscal Agent in accordance with the provisions of the 2002C Bonds and the Series Indenture. Accrued but unpaid interest on the 2002C Bonds at the Bond Interest Rate in the amount of \$ _____ is payable by the Bank on the purchase of such 2002C Bonds.
- (3) If the 2002C Bonds are not held under a book-entry system, the 2002C Bonds are endorsed in blank or accompanied by documents of transfer satisfying the requirements of the Series Indenture or are registered in the name of the Bank or its agent or custodian in accordance with the terms of the Series Indenture.
- (4) If the 2002C Bonds are held pursuant to a book-entry system, the 2002C Bonds have been registered in the name of the Bank pursuant to the terms of the Series Indenture.
- (6) The total amount set forth in this Purchase Certificate representing the purchase price of the 2002C Bonds pursuant to paragraph (2) hereof is \$ _____ and was computed in accordance with the terms and conditions of the 2002C Bonds and the Series Indenture.
- (7) The Fiscal Agent has no other funds available to purchase the 2002C Bonds hereby tendered to the Bank.
- (8) The purchase price referred to in paragraph (6) should be delivered by wire transfer as follows:

November 12, 2012
Resolution Book 44, Page 35

IN WITNESS WHEREOF, the Fiscal Agent has executed and delivered this certificate as
of the day of _____, _____.

U.S. BANK NATIONAL ASSOCIATION, as Fiscal Agent

By: _____

Title: _____

EXHIBIT B

FISCAL AGENT'S CERTIFICATE
FOR TERMINATION OF COMMITMENT
(CONVERSION OF 2002C BONDS TO NON-COVERED RATE)

The undersigned, U.S. Bank National Association (the "*Fiscal Agent*"), as Fiscal Agent under that certain Series Indenture, dated as of August 1, 2002 (the "*Series Indenture*"), by and between the City of Charlotte, North Carolina (the "*City*"), and US Bank, National Association, as Trustee, certifies to Bank of America, N.A. (the "*Bank*"), with reference to the Amended and Restated Standby Bond Purchase Agreement (as amended from time to time, the "*Agreement*") dated as of November 16, 2012 among the City, the Trustee and the Bank, that the Interest Rate Determination Method with respect to all of the 2002C Bonds has been converted to a Non-Covered Rate (as defined in the Agreement). Upon receipt of this Certificate and subsequent to the mandatory purchase of Series 2002C Bonds required under the Series Indenture in connection with such termination, the obligation of the Bank to purchase 2002C Bonds under the Agreement shall terminate.

IN WITNESS WHEREOF the Fiscal Agent has executed and delivered this Certificate as of the ____ day of _____, ____.

U.S. BANK NATIONAL ASSOCIATION, as Fiscal Agent

By: _____
Title: _____

EXHIBIT C

NOTICES

City: City of Charlotte, North Carolina
600 East Fourth Street
Charlotte, North Carolina 28202
Attention: Director of Finance
Telephone: (704) 336-5885
Facsimile: (704) 336-6012

Remarketing Agent: Merrill Lynch, Pierce, Fenner and Smith Incorporated
121 West Trade Street, Floor ____
NC1-005-12-03
Charlotte, North Carolina 28255
Attention: Short Term Trading
Facsimile: (704) 388-0393

Bank: Bank of America, N.A.
214 North Tryon Street NC1-027-21-01
Charlotte, North Carolina 28255
Attention: R. Brooks Scurry
Telephone: (980) 386-5452
Facsimile: (980) 386-6668

Trustee: U.S. Bank National Association
EX-NC-WSTC
214 North Tryon Street
Hearst Tower, 27th Floor
Charlotte, North Carolina 28202
Attention: Patrick Teague, Account Manager
Telephone: (704) 335-4559
Facsimile: (704) 335-4676

SUPPLEMENT TO OFFICIAL STATEMENT DATED DECEMBER __, 2012

relating to

\$108,390,000

CITY OF CHARLOTTE, NORTH CAROLINA

**Variable Rate Water and Sewer System Refunding Revenue Bonds, Series 2002C
CUSIP # 161045EL9**

Due: June 1, 2025

Price: 100%

The purpose of this Supplement is to provide information concerning the above-referenced bonds (the "2002C Bonds"), of which \$101,890,000 is currently outstanding, in connection with the extension and amendment of the Liquidity Facility for and subsequent remarketing of the 2002C Bonds. This Supplement amends and supplements the Official Statement dated August 1, 2002 that sets forth the terms of the 2002C Bonds and which can be found at <http://emma.msrb.org/MS195786-MS171094-MD331429.pdf> and is hereby incorporated by reference (the "Official Statement"). This Supplement, which provides information about the amendments to the Liquidity Facility and updated information about the City, should be read in conjunction with the Official Statement. All capitalized terms not otherwise defined herein have the meaning set forth in the Official Statement.

The 2002C Bonds bear interest at the Weekly Rate. The Weekly Rate for the 2002C Bonds is determined by Merrill Lynch, Pierce, Fenner and Smith Incorporated as the Remarketing Agent. The Official Statement and this Supplement generally describe the 2002C Bonds only while bearing interest at the Weekly Rate. Prospective purchasers of the 2002C Bonds bearing interest at rates other than the Weekly Rate should not rely on this Supplement.

The existing Standby Bond Purchase Agreement, as previously amended (the "Original Liquidity Facility"), with Bank of America, N.A. (the "Liquidity Facility Provider"), which provides for the payment of the purchase price of the 2002C Bonds that are tendered for purchase and not remarketed, expires on January 4, 2013. The Liquidity Facility Provider has agreed to extend the Original Liquidity Facility in accordance with an Amended and Restated Standby Bond Purchase Agreement dated as of November 16, 2012 (the "Amended and Restated Liquidity Facility") among the City, the Liquidity Facility Provider and the Trustee. The Amended and Restated Liquidity Facility becomes effective on January 4, 2013 and incorporates certain amendments that may be material to the Owners of the 2002C Bonds, including the addition of two immediate termination events, that are described in this Supplement. The Amended and Restated Liquidity Facility will expire, unless extended or terminated earlier in accordance with its terms, on December 1, 2015.

THE 2002C BONDS WILL NOT BE SUBJECT TO MANDATORY TENDER IN CONJUNCTION WITH THE DELIVERY OF THE AMENDED AND RESTATED LIQUIDITY FACILITY; HOWEVER, THE 2002C BONDS MAY BE OPTIONALLY TENDERED BY THE OWNERS OF THE 2002C BONDS BEFORE OR AFTER THE EFFECTIVE DATE OF THE AMENDED AND RESTATED LIQUIDITY FACILITY AS DESCRIBED IN THE OFFICIAL STATEMENT.

The 2002C Bonds and all other Bonds Outstanding under the General Indenture, are special obligations of the City, secured solely by the pledge of Net Revenues of the City's Water and Sewer System, except to the extent payable from proceeds of the 2002C Bonds, certain investment earnings and certain net insurance and other proceeds. Neither the credit nor the taxing power of the City or the State of North Carolina (the "State") or any of the State's political subdivisions is pledged for the payment of the principal of, premium if any, or interest on the 2002C Bonds. No Owner of the 2002C Bonds has the right to compel the exercise of the taxing power of the State, the City or any of the State's political subdivisions or the forfeiture of any of their respective properties in connection with any default on the 2002C Bonds. The principal of and premium, if any, and interest on the 2002C Bonds are payable solely from the Net Revenues pledged by the City and neither the State, the City nor any of the State's political subdivisions is obligated to pay the principal of, premium, if any, or interest on the 2002C Bonds except from such Net Revenues. See "SECURITY AND SOURCES OF PAYMENT" in the Official Statement.

BofA Merrill Lynch
as Remarketing Agent

No dealer, broker, salesman or other person has been authorized to give any information or to make any representation other than as contained in this Supplement, and if given or made, such other information or representation must not be relied upon. This Supplement does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the 2002C Bonds by any person in any jurisdiction in which it is not lawful for such person to make such offer, solicitation or sale. The information set forth herein has been obtained from the City and other sources that are deemed to be reliable.

Neither the 2002C Bonds nor the Indentures have been registered or qualified with the Securities and Exchange Commission. The registration or qualification of the 2002C Bonds and the Indentures in accordance with applicable provisions of securities laws of the states in which the 2002C Bonds have been registered or qualified, and the exemption from registration or qualification in other states, shall not be regarded as a recommendation thereof.

In making an investment decision, investors must rely on their own examination of the City and the terms of the offering, including the merits and risks involved. These securities have not been recommended by any federal or state securities commission or regulatory authority. Furthermore, the foregoing authorities have not confirmed the accuracy or determined the adequacy of this document. Any representation to the contrary is a criminal offense.

All quotations from and summaries and explanations of laws and documents herein do not purport to be complete, and reference is made to such laws and documents for full and complete statements of their provisions. Any statements made involving estimates or matters of opinion, whether or not expressly so stated, are intended merely as estimates or opinions and not as representations of fact. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Supplement nor any sale of the 2002C Bonds shall under any circumstances create any implication that there has been no change in the affairs of the City since the date hereof.

The Remarketing Agent has provided the following sentence for inclusion in this Supplement. The Remarketing Agent has reviewed the information in this Supplement in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Remarketing Agent does not guarantee the accuracy or completeness of such information.

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SUPPLEMENT TO OFFICIAL STATEMENT

supplementing the Official Statement dated August 1, 2002

relating to

\$108,390,000

CITY OF CHARLOTTE, NORTH CAROLINA

Variable Rate Water and Sewer System Refunding Revenue Bonds, Series 2002C
CUSIP # 161045EL9

INTRODUCTION

The purpose of this Supplement is to provide information concerning the City of Charlotte, North Carolina (the "City") Variable Rate Water and Sewer Refunding Revenue Bonds, Series 2002C (the "2002C Bonds"), of which \$101,890,000 is currently outstanding, in connection with the extension and amendment of the Liquidity Facility for and subsequent remarketing of the 2002C Bonds. This Supplement amends and supplements the Official Statement dated August 1, 2002 that sets forth the terms of the 2002C Bonds and which can be found at <http://emma.msrb.org/MS195786-MS171094-MD331429.pdf> and is hereby incorporated by reference (the "Official Statement").

The 2002C Bonds were issued on August 8, 2002 under and are secured by a General Indenture dated as of November 1, 1996, as heretofore amended, between the City and First Union National Bank of North Carolina (the successor of which is U.S. Bank National Association), as trustee (the "Trustee"), and Series Indenture, Number 6, dated as of August 1, 2002 between the City and the Trustee.

In conjunction with the issuance of the 2002C Bonds, the City entered into a Standby Bond Purchase Agreement, as amended (the "Original Liquidity Facility"), with Bank of America, N.A. (the "Liquidity Facility Provider") to provide for the payment of the purchase price of the 2002C Bonds that are tendered for purchase and not remarketed. The Original Liquidity Facility expires on January 4, 2013. The Liquidity Facility Provider has agreed to extend the Original Liquidity Facility in accordance with an Amended and Restated Standby Bond Purchase Agreement dated as of November 16, 2012 (the "Amended and Restated Liquidity Facility") among the City, the Liquidity Facility Provider and the Trustee. The Amended and Restated Liquidity Facility becomes effective on January 4, 2013 and incorporates certain amendments that may be material to the Owners of the 2002C Bonds, including the addition of two immediate termination events, that are described in this Supplement. The Amended and Restated Liquidity Facility will expire, unless extended or terminated earlier in accordance with its terms, on December 1, 2015.

CERTAIN EVENTS OF DEFAULT UNDER THE AMENDED AND RESTATED LIQUIDITY FACILITY MAY PERMIT THE LIQUIDITY FACILITY PROVIDER TO AUTOMATICALLY TERMINATE, WITHOUT NOTICE, ITS OBLIGATION TO PURCHASE 2002C BONDS THAT ARE TENDERED FOR PURCHASE AND, IF THAT OCCURS, FUNDS MAY NOT BE AVAILABLE TO PURCHASE TENDERED 2002C BONDS. See the caption "**THE LIQUIDITY FACILITY**" herein.

The Official Statement contains, among other things, descriptions of the 2002C Bonds and the Indentures, and constitutes an integral part of this Supplement and must be read in conjunction herewith. All information in the Official Statement is subject to the more recent information contained or referenced in this Supplement Circular. All capitalized terms not otherwise defined herein have the meaning set forth in the Official Statement.

The 2002C Bonds and all other Bonds Outstanding under the General Indenture, are special obligations of the City, secured solely by the pledge of Net Revenues of the City's Water and Sewer System, as further described in the Official Statement.

THE WATER AND SEWER SYSTEM AND THE CITY

On August 3, 2011, the City issued its \$93,390,000 Water and Sewer System Revenue Refunding Bonds, Series 2011 (the "2011 Bonds"). The Official Statement dated July 21, 2011 related to the 2011 Bonds contains recent information about the City's Water and Sewer System and can be found at <http://emma.msrb.org/EA466325-EA361365-EA757386.pdf> and is hereby incorporated by reference (the "2011 Official Statement"). In addition, the City provides annual continuing disclosure about the City and the Water and Sewer System on the Electronic Municipal Market Access (commonly known as "EMMA") system indexed under the CUSIP number for the 2002C Bonds. The continuing disclosure material for the 2002C Bonds can currently be found at <http://emma.msrb.org/IssueView/IssueDetails.aspx?id=MS273839> and such information is hereby incorporated by reference. The information about the Water and Sewer System contained in the Official Statement is superceded by the information contained in the 2011 Official Statement and the continuing disclosure information about the Water and Sewer System referenced above.

The City is a frequent issuer of bonds and certificates of participation and publishes official statements related to such issues that provide updated information about the City. The most recent updated information about the City is contained in an Official Statement dated October 25, 2012 relating to its \$20,585,000 Storm Water Fee Revenue Refunding Bonds, Series 2012 (the "Storm Water Official Statement") which can be found at <http://emma.msrb.org/ER627667-ER486487-ER889367.pdf>. The information about the City contained in the Official Statement and in Appendix A to the Official Statement is superceded by the information contained under the heading "**THE CITY OF CHARLOTTE**" and in Appendix A, the City's audited financial statements, in the Storm Water Official Statement (no other information in the Storm Water Official Statement is relevant to the 2002C Bonds).

THE LIQUIDITY FACILITY

The Amended and Restated Liquidity Facility amends certain provisions of the Original Liquidity Facility as described under the heading "**THE LIQUIDITY FACILITY**" in the Official Statement, including the term of the commitment, the City's obligation to repurchase the 2002C Bonds and the addition of two events of default on the occurrence of which Bank may terminate the Liquidity Facility without notice to the Owners of the 2002C Bonds (described under (e) and (f) in the subheading "**—EVENTS OF DEFAULT**" below).

The following information replaces and supercedes the information under the heading "**THE LIQUIDITY FACILITY**" in the Official Statement.

GENERAL

Pursuant to the Liquidity Facility, the Bank has agreed, subject to the terms and conditions stated therein, to purchase 2002C Bonds (excluding any Liquidity Provider Bonds) from time to time on the Optional Tender Date or Mandatory Repurchase Date at the purchase price specified in Series Indenture,

Number 6 in the event remarketing proceeds are not available for such purchase. The Liquidity Facility will be held by the Trustee.

The Liquidity Facility secures only payment of the purchase price of 2002C Bonds tendered for purchase as described above, and does not otherwise secure payment of the principal of, premium, if any, or interest on the 2002C Bonds. The Liquidity Facility is subject to termination, in some cases without prior notice, as described herein.

The Bank is not obligated to purchase 2002C Bonds pursuant to the Liquidity Facility upon the occurrence of certain events of default, as described below and, therefore, funds may not be available to fund the purchase of 2002C Bonds tendered or deemed tendered for purchase under such circumstances.

The Bank's obligation to purchase 2002C Bonds under the Liquidity Facility is not a deposit and is not insured by the Federal Deposit Insurance Corporation or any other governmental agency.

COMMITMENT TO PURCHASE 2002C BONDS

Pursuant to the Liquidity Facility, the Bank agrees under certain circumstances to purchase 2002C Bonds tendered or deemed tendered for purchase on an Optional Tender Date or Mandatory Repurchase Date if the purchase price thereof has not otherwise been provided through remarketing proceeds.

Term of Commitment. The Bank's commitment to purchase 2002C Bonds under the Liquidity Facility continues until December 1, 2015, unless a later date is agreed to in writing by the City and the Bank. The Bank may determine not to extend the term of the Liquidity Facility in its sole discretion and no course of dealing or other circumstance will require the Bank to extend the term of the Liquidity Facility. The Liquidity Facility may be terminated at any time at the written request of the City on satisfaction of the following conditions: (i) the City has given not less than 90 days' prior written notice to the Bank, the Remarketing Agent, the Trustee and each Rating Agency (as defined in the Liquidity Facility) that the City intends to terminate the Liquidity Facility and (ii) all amounts then owing to the Bank thereunder have been paid in full. The Liquidity Facility may be terminated by the City by giving 30 days prior written notice to the Bank if, in connection with a proposed conversion of the 2002C Bonds to a Non-Covered Rate pursuant to Series Indenture, Number 6 (i) the City and the Bank fail to negotiate mutually agreeable amendments to the Liquidity Facility and (ii) all amounts then owing to the Bank thereunder have been paid in full.

Upon the occurrence of an "Event of Default" described in the Liquidity Facility, the Bank's obligation to purchase 2002C Bonds may be terminated in accordance with the terms of the Liquidity Facility. Upon the occurrence of certain Events of Default, the Bank's obligation to purchase 2002C Bonds terminates immediately upon the occurrence of such Event of Default, without notice to the holders of the 2002C Bonds. See the caption "**THE LIQUIDITY FACILITY -- REMEDIES**" herein.

Extent of Commitment. The Bank's commitment to provide funds to purchase 2002C Bonds is limited to the sum of (a) the outstanding principal amount of the 2002C Bonds (less the principal amount of any Liquidity Provider Bonds), plus (b) 183 days' interest on such principal amount at an assumed annual rate of 12% and a 365/366-day year.

METHOD OF PURCHASING

If a purchase certificate is received by the Bank from the Fiscal Agent at or before 11:00 a.m. on a Business Day calling on the Bank to purchase 2002C Bonds not remarketed on such Business Day, payment of the amount specified shall be remitted by federal wire transfer to the Fiscal Agent (or as directed by the Fiscal Agent), in immediately available funds, by 1:00 p.m. on the same Business Day. If the purchase certificate is received after 11:00 a.m. on a Business Day, payment of the amount specified shall be remitted by federal wire transfer to the Fiscal Agent (or as directed by the Fiscal Agent), in immediately available funds, by 1:00 p.m. on the next succeeding Business Day. All purchases of 2002C Bonds by the Bank pursuant to the terms of the Liquidity Facility will be made with the Bank's own funds.

CITY'S OBLIGATION TO REPURCHASE 2002C BONDS

The City is obligated to repurchase from the Bank each Liquidity Provider Bond on the earlier of (i) the date 90 days after such 2002C Bond became a Liquidity Provider Bond or (ii) the termination of the Liquidity Facility.

Alternatively, and subject to the conditions and limitations set forth in the Liquidity Facility, on written request of the City the principal amount of Liquidity Provider Bonds may be paid to the Bank in 10 equal semi-annual installments.

Prior to such dates, the City may also elect to repurchase Liquidity Provider Bonds from the Bank. The City may exercise this election on any Business Day by giving written notice to the Bank which states that the City is exercising its right to purchase Liquidity Provider Bonds and specifying the aggregate principal amount of Liquidity Provider Bonds to be repurchased by the City on such date. The Bank, subject to the following sentence, will then sell to the City an aggregate principal amount of Liquidity Provider Bonds for which payment has been made in immediately available funds, including interest accrued on the Liquidity Provider Bonds to the date of sale. The Bank, however, may irrevocably elect not to sell any Liquidity Provider Bonds to the City, and the Bank will give written notice of such election promptly to the City. From and after the date notice of such election is given by the Bank to the City, such 2002C Bonds retained by the Bank will no longer constitute Liquidity Provider Bonds and interest on such retained 2002C Bonds will thereafter accrue at the interest rate otherwise in effect from time to time with respect to such retained 2002C Bonds under Series Indenture, Number 6, and not at the Liquidity Provider Bond Rate.

EVENTS OF DEFAULT

Each of the following is an "Event of Default" under the Liquidity Facility:

- (a) principal or interest on any 2002C Bond (including any Liquidity Provider Bonds) is not paid when due; or
- (b) principal, sinking fund installments or interest on any other Bond authenticated and outstanding under the General Indenture is not paid when due; or
- (c) a final and non-appealable order of a court or a final and non-appealable finding of a governmental agency having jurisdiction is entered to the effect that any payment provision of the Liquidity Facility is not valid and binding on the City under applicable law, or the City denies that it has

any further liability or obligation under the Liquidity Facility or any other Related Document (as defined in the Liquidity Facility) to which the City is a party; or

(d) the City files any petition or action for relief under any bankruptcy, reorganization, insolvency or moratorium law, or any other law or laws in relief of or relating to debtors or any such petition or action shall be filed against the City and, in the case of any such petition or action filed against the City, such petition or action (i) results in the entry of an order for relief or (ii) continues undismissed or pending and unstayed for a period of ninety (90) consecutive days; or

(e) each Rating Agency assigns a long-term rating to the 2002C Bonds which is below investment grade (as specified by such Rating Agency) or each Rating Agency withdraws or suspends, for credit related reasons, the long-term rating for the 2002C Bonds; or

(f) entry of any final and non-appealable judgment or order in an amount in excess of \$25,000,000 payable from the general funds of the City or rendered against the City or any property of the City and such judgment or order shall continue unsatisfied and unstayed for a period of 60 days or such longer period as may be required by such judgment or order; or

(g) (i) the City fails to perform in all material respects any of the terms, conditions, covenants or agreements required to be performed by the City under the Liquidity Facility, or (ii) a material default (other than a failure described in subsection (a) of this caption) occurs under any Related Document (as defined in the Liquidity Facility) as it exists on the date of the Liquidity Facility, and in either such case such failure or default continues uncured for a period of 30 days after the City has been given notice thereof by the Bank); provided such 30-day cure period may be extended up to 30 days so long as such default is not reasonably capable of being cured in 30 days and the City commences and diligently pursues such cure; or

(h) the City fails to pay (i) when due, any installment of the annual commitment fee required under the Liquidity Facility or (ii) within 5 days after written notice to the City from the Bank, any other amount payable under the Liquidity Facility; or

(i) the City fails to purchase Liquidity Provider Bonds from the Bank on the dates and in the amounts required by the Liquidity Facility; or

(j) any representation or warranty made or deemed made by the City in the Liquidity Facility or in any Related Document to which it is a party or representation or warranty made or deemed made by the City in any other document, certificate or instrument delivered pursuant to the terms of the Liquidity Facility proves to have been untrue or incomplete in any material respect when made or deemed made; or

(j) the long-term credit rating assigned to the 2002C Bonds by any Rating Agency then maintaining a rating on the 2002C Bonds is withdrawn or suspended; or

(l) any Rating Agency assigns a long-term rating to the 2002C Bonds which is below investment grade (as specified by such Rating Agency).

REMEDIES

On the occurrence of an Event of Default, unless the Bank agrees in writing to waive such Event of Default, the Bank may:

(a) Upon the occurrence of an Event of Default described in paragraphs (a) through (f) under the immediately preceding caption **“THE LIQUIDITY FACILITY – EVENTS OF DEFAULT,”** the obligation of the Bank to purchase 2002C Bonds will immediately terminate without notice or demand and thereafter the Bank will be under no obligation to purchase 2002C Bonds. Promptly after the Bank receives written notice of any such Event of Default, the Bank will give written notice of the same to the Trustee, the City, each Rating Agency, the LGC and the Remarketing Agent; provided, however, that the Bank will incur no liability or responsibility whatsoever by reason of its failure to give such notice and such failure will in no way affect the termination of the Bank’s obligation to purchase 2002C Bonds pursuant to the Liquidity Facility. The Trustee or the Remarketing Agent will, in accordance with the terms of Series Indenture, Number 6, immediately notify all holders of 2002C Bonds of the termination of the Bank’s obligation to purchase 2002C Bonds.

(b) In the case of the occurrence of any Event of Default specified in paragraphs (g) through (l) under the immediately preceding caption **“THE LIQUIDITY FACILITY – EVENTS OF DEFAULT,”** the Bank may terminate its obligation to purchase 2002C Bonds under the Liquidity Facility by giving written notice to the City, the Trustee, each Rating Agency, the LGC and the Remarketing Agent, specifying the date on which the Liquidity Facility will terminate, which shall be a Business Day not less than 60 days from the date notice was received by the Trustee, and at 5:00 p.m. on the specified termination date, the Bank shall be under no further obligation to fund the purchase of any 2002C Bonds under the Liquidity Facility and the Liquidity Facility will terminate.

(c) In addition to the rights and remedies set forth in paragraphs (a) and (b) under this caption, in the case of the occurrence of any Event of Default specified under the immediately preceding caption **“THE LIQUIDITY FACILITY – EVENTS OF DEFAULT,”** (i) upon the election of the Bank all accrued and unpaid interest and fees, if any, and all other amounts then owing by the City to the Bank under the terms of the Liquidity Facility (other than payments of principal and interest on the 2002C Bonds) shall become immediately due and payable without presentment, demand, protest or notice of any kind, all of which are expressly waived by the City, (ii) the Bank may exercise, at any time and from time to time, any and all rights of the Bank as a 2002C Bondholder or otherwise; and (iii) the Bank shall have all the rights and remedies available to it under the Liquidity Facility, including the Related Documents to which it is a party, or otherwise provided at law or equity, including, without limitation, specific performance.

THE LIQUIDITY FACILITY PROVIDER

The following information replaces and supercedes the information in Appendix E, **“INFORMATION CONCERNING THE LIQUIDITY FACILITY PROVIDER”** in the Official Statement.

The information contained under this section of this Official Statement has been obtained from the Liquidity Facility Provider for use in this Supplement. Such information is not guaranteed as to accuracy or completeness by, and is not to be construed as a representation by, the City. This information has not been independently verified by the City and no representation is made by the City as to the accuracy or adequacy of such information or as to the absence of material adverse changes in such information subsequent to the date hereof.

[insert current information from BoA]

RATINGS

The 2002C Bonds have been given a long-term rating of "Aa1" by Moody's, "AAA" by S&P and "AAA" by Fitch Ratings. In addition, based solely upon the Liquidity Facility provided by the Liquidity Facility Provider, the 2002C Bonds have been assigned a short-term rating of "VMIG-2" by Moody's, "A-1" by S&P and "F1" by Fitch Ratings. Further explanation of the significance of such ratings may be obtained from Moody's, S&P and Fitch Ratings. The ratings are not a recommendation to buy, sell or hold the 2002C Bonds and should be evaluated independently. There is no assurance that such ratings will not be withdrawn or revised downward by Moody's, S&P or Fitch Ratings. Any such action may have an adverse effect on the market price of the 2002C Bonds. Neither the City nor the Remarketing Agent has undertaken any responsibility after the execution and delivery of the 2002C Bonds to assure maintenance of the ratings or to oppose any such revision or withdrawal.

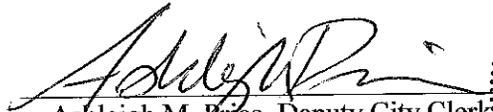
MISCELLANEOUS

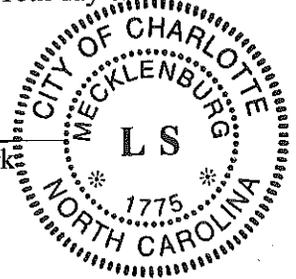
The summaries of the provisions of the 2002C Bonds, the Indentures and the Liquidity Facility contained in the Official Statement and this Supplement do not purport to be complete and are made subject to the detailed provisions thereof to which reference is hereby made copies of which are available for inspection at the offices of Trustee, U.S. Bank National Association, 214 N. Tryon Street, 27th Floor, Charlotte, NC 28202.

CERTIFICATION

I, Ashleigh M. Price, Deputy City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council of the city of Charlotte, North Carolina, in regular session convened on the 12th day November, 2012, the reference having been made in Minute Book 13th, and recorded in full in Resolution Book 4th, Pages (16-48).

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 16th day of November, 2012.


Ashleigh M. Price, Deputy City Clerk



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:

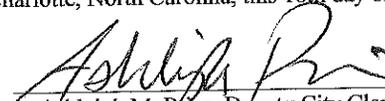
1. The City-County Tax Collector has collected property taxes from the taxpayers set out on the list attached to the Docket.
2. The City-County Tax Collector has certified that those taxpayers have made proper demand in writing for refund of the amounts set out on the schedule within the required time limits.
3. The amounts listed on the schedule were collected through either a clerical or assessor error.

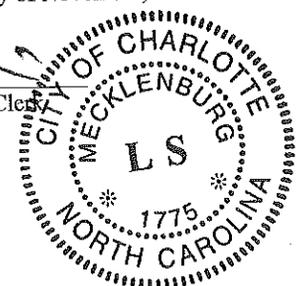
NOW, THEREFORE, BE RESOLVED by the City Council of the City of Charlotte, North Carolina, in regular session assembled this 12th day of November 2012 that those taxpayers listed on the schedule of "Taxpayers and Refunds Requested" be refunded in the amounts therein set up and that the schedule and this resolution be spread upon the minutes of this meeting.

CERTIFICATION

I, Ashleigh M. Price, Deputy City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council of the city of Charlotte, North Carolina, in regular session convened on the 12th day November, 2012, the reference having been made in Minute Book 13^d, and recorded in full in Resolution Book 44, Pages (49-56)

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 16th day of November, 2012.


Ashleigh M. Price, Deputy City Clerk



1700 SOUTH LLC	\$	1,279.86
3529 EAST INDEPENDENCE LLC		506.75
6420 ABLEMAREL RD WHSE		524.45
ADAMS, DENNIS C		120.11
ADAMS, SCOTT M		137.98
ADDISON INVESTMENTS LLC		1,848.98
AIRPORT WAREHOUSE AT CHARLOTTE LLC		233.99
ALLEN, ROBERT ERNEST JR		401.95
ALLMOND, PRESTON C		174.41
ALLMOND, PRESTON C		159.90
ALLMOND, PRESTON C		117.58
ALMOND, MELINDA		288.54
ANAGNOSTOPOULOS, GEORGE A		637.38
ARBORETUM, OFFICE #ONE LLC		7,487.32
ARCHER, WILLIAM M III		102.40
ARGABRITE, G WESLEY		100.00
ARNETTE, PETER M		100.49
ARORA, SANJIV		175.42
ATKINSON, WILLIAM MARC		138.77
AUSTIN & ASSOCIATES		2,669.64
AYRSLEY DEVELOPMENT CORP		8,643.88
B X HOLDINGS LLC		68.91
B Y HOLDINGS LLC		92.84
BAC TAX SERVICE CORPORATION		402.43
BAC TAX SERVICE CORPORATION		52.17
BAC TAX SERVICE CORPORATION		148.82
BAC TAX SERVICE CORPORATION		112.46
BAC TAX SERVICE CORPORATION		16.74
BAC TAX SERVICES CORPORATION		850.32
BAC TAX SERVICES CORPORATION		78.95
BAC TAX SERVICES CORPORATION		79.92
BAC TAX SERVICES CORPORATION		215.80
BAC TAX SERVICES CORPORATION		349.80
BAC TAX SERVICES CORPORATION		107.17
BAC TAX SERVICES CORPORATION		64.59
BAC TAX SERVICES CORPORATION		177.05
BAC TAX SERVICES CORPORATION		32.06
BAC TAX SERVICES CORPORATION		681.40
BAC TAX SERVICES CORPORATION		521.58
BAC TAX SERVICES CORPORATION		218.21
BAC TAX SERVICES CORPORATION		2,049.95
BAC TAX SERVICES CORPORATION		371.14
BAC TAX SERVICES CORPORATION		160.31
BADEN TAX MANAGEMENT LLC		1,622.17
BALL, JOHN R		122.03
BALLANTYNE VILLAGE PARKING LLC		697.20
BALLANTYNE VILLAGE PARKING LLC		530.68

BARNES, EDGAR E	November 12, 2012	382.33	Resolution Book 44, Page 61
BARRETT, BRAXTON E JR		255.05	
BB & T MORTGAGE TAX DEPT		352.66	
BB&T		146.42	
BB&T		172.74	
BB&T		1,649.91	
BB&T		105.27	
BB&T		79.43	
BB&T		133.51	
BB&T		4,345.87	
BELK, B V JR		951.30	
BENDERSON DEVELOPMENT CO INC (ET-AL)		515.35	
BENDERSON DEVELOPMENT CO INC (ET-AL)		2,432.29	
BENDERSON, DEVELOPMENT CO INC		3,380.23	
BENDERSON, DEVELOPMENT CO INC		51.20	
BENHAM, JAMES F		390.95	
BENZENHOEFER, ALBERT		2,723.23	
BEST BUY PURCHASING LLC		1,377.16	
BLACKMON, IRENE H		2,339.07	
BLAKENEY MEDICAL LLC		758.45	
BLYTHE BROTHERS EQUIPMENT CO LLC		25.53	
BOSTON NATIONAL TITLE LLC		43.26	
BRAWLEY FARMS HOMEOWNERS ASSOCIATION		1,848.69	
BREWER, J STREET JR		1,887.75	
BROOKSTONE DEV PARTNERS LLC		1,116.38	
BROWN CRAIG INC		476.61	
BUCHAN, COURTENAY		2,913.68	
BV BELK INVESTMENTS		111.49	
BV HOLDINGS LLC .		953.68	
BX HOLDINGS LLC		1,914.06	
CAMDEN PROPERTY TRUST		2,331.80	
CAROLINA TRACTOR EQUIPEMENT COMPANY		1,723.61	
CAROLINA TRACTOR EQUIPMENT CO		590.49	
CARTER, CLARENCE D JR		1,765.25	
CARTNER PROPERTIES		345.49	
CASH AMERICA		12,704.58	
CBRE		15,135.91	
CBRE CAPITAL MARKETS INC		277.54	
CENLAR FED SAVINGS BANK		234.94	
CENLAR FED SAVINGS BANK		1,660.93	
CENTRAL MORTGAGE COMPANY		33.02	
CHASE		139.73	
CHASE		165.09	
CHASE		1,177.63	
CHASE		63.65	
CHASE		70.33	
CHASE		530.67	
CHASE		878.07	
CHASE		469.43	
CHASE		816.34	

CHILDRESS KLEIN INDUSTRIAL	23,140.79
CHILDRESS KLEIN PROPERTIES INC	1,477.18
CHILDRESS KLEIN PROPERTIES INC	7,190.17
CHILDRESS KLEIN PROPERTIES INC	4,104.70
CHILDRESS KLEIN PROPERTIES INC	8,156.28
CHILDRESS KLEIN PROPERTIES INC	4,450.19
CHILDRESS KLEIN PROPERTIES INC	8,382.62
CHILDRESS KLEIN PROPERTIES INC	7,271.52
CHILDRESS KLEIN PROPERTIES INC	52,375.39
CHOU, ERNEST Y	994.83
CHRISTENBERY, WILLIAM D	11.01
CITIMORTGAGE INC	126.32
CITIMORTGAGE INC	266.54
CITIMORTGAGE INC	249.31
CITIMORTGAGE INC	406.25
CITIMORTGAGE INC	358.40
CITIMORTGAGE INC	10.05
CITIMORTGAGE INC	312.00
CITIMORTGAGE INC	45.83
CITY OF CHARLOTTE	492.87
CLAYWORKS INC	28,384.07
COGDELL SPENCER LP	6,983.94
COLONIAL PROPERTIES SERVICES INC	1,134.08
COLUMBIA NATIONAL REAL EST FIN	1,336.01
COLUMBIA NATIONAL REAL EST FIN	27,774.45
COLUMBIA NATIONAL REAL EST FIN	8,381.19
COLUMBIA NORTH CAROLINA MORROCROFT	4,197.56
CONTECH CONSTRUCTION PRODUCTS INC	4,197.56
CONTECH CONSTRUCTION PRODUCTS INC	4,197.56
CONTECH CONSTRUCTION PRODUCTS INC	4,312.99
CONTECH CONSTRUCTION PRODUCTS INC	4,197.56
CONTECH CONSTRUCTION PRODUCTS INC	732.61
CONVENIENT CLOSING SERVICES	6,536.04
CORELOGIC COMMERCIAL REAL ESTATE SERVICE	6,972.45
CORELOGIC COMMERCIAL REAL ESTATE SERVICE	3,359.66
CORELOGIC COMMERCIAL REAL ESTATE SERVICE	1,105.37
CORELOGIC COMMERCIAL REAL ESTATE SERVICE	38,440.06
CORELOGIC COMMERCIAL REAL ESTATE SERVICE	4,951.67
CORELOGIC COMMERCIAL REAL ESTATE SERVICE	3,965.93
CORELOGIC COMMERCIAL REAL ESTATE SERVICE	3,659.20
CORELOGIC COMMERCIAL REAL ESTATE SERVICE	13,251.99
CORELOGIC COMMERCIAL REAL ESTATE SERVICE	3,958.75
CORELOGIC COMMERCIAL REAL ESTATE SERVICE	25,855.60
CORELOGIC COMMERCIAL REAL ESTATE SERVICE	17,503.60
CORELOGIC COMMERCIAL REAL ESTATE SERVICE	16,559.97
CORELOGIC COMMERCIAL REAL ESTATE SERVICE	11,154.66
CORELOGIC COMMERCIAL REAL ESTATE SERVICE	15,825.93
CORELOGIC COMMERCIAL REAL ESTATE SERVICE	11,841.81
CORELOGIC COMMERCIAL REAL ESTATE SERVICE	8,718.55
CORELOGIC COMMERCIAL REAL ESTATE SERVICE	14.36

GEMSA LOAN SERVICE	15,567.04
GEMSA LOAN SERVICES LPP	7,263.86
GENUINE PARTS COMPANY	1,279.07
GILBERT, JACK	86.61
GILLESPIE, DAVID MITCHELL	1,907.37
GMAC MORTGAGE LLC	680.17
GMAC MORTGAGE LLC	1,616.43
GOFORTH, KELLY	1,215.42
GOLDEN B ENTERPRISES LTD	4,281.27
GOODWIN, JUDY W	43.70
GRIFFITH E C COMPANY	1,099.15
GRIFFITH E C COMPANY	329.21
H.T. PROPERTY COMPANY	1,355.43
HARRIS, BENJAMIN READE	42.94
HENDRICK BMW	1,435.54
HIGGINS, WILLIAM H	524.94
HIGH REAL ESTATE GROUP	19,807.65
HIGH REAL ESTATE GROUP	2,453.82
HIGH REAL ESTATE GROUP	7,945.74
HOLLIDGE, GREGG M	189.97
HORNBAKER, DAVID R	374.68
HOUSTON, GEORGE P JR	212.35
HOUSTON, GEORGE P JR	307.34
HOUSTON, GEORGE P JR	326.05
HOWARD NANCE COMPANY	2,482.53
HSBC MORTGAGE CORPORATION USA	308.64
HUFFMAN, BARBARA A	66.99
HYLAND, JAMES P	340.22
INDYMAC MORTGAGE SERVICES	246.67
INGRAM, JOE WILLIAM JR	137.80
J G USED AUTO SALES & SCOOTERS	109.87
JACQUELINES DESIGNS & PATTERNS	30.00
JAMGOTCH, NISH JR	165.56
JOHN T SULLIVAN JR	179.44
JP MORGAN CHASE BANK NA CORELOGIC TAX SERVICE LLC	351.24
JUNG, LEE LIA M	668.97
KARRES, STEVEN M	274.67
KELLY, VIVIAN	9.58
KEY EQUIPMENT FINANCE INC	1,158.27
KEY EQUIPMENT FINANCE INC	1,538.38
KILLOUGH, WILLIAM	81.77
KILLOUGH, WILLIAM	33.43
KILLOUGH, WILLIAM	188.35
K-MART CORPORATION DEPT 768TAX, B2-116A	72.91
KREMERS, SCOTT A	527.81
LAKEMONT INDUSTRIAL HOLDING CO	208.63
LAKEMONT INDUSTRIAL HOLDING CO	121.06
LANGE-MCGILL, MARILYN F	116.76
LAWAVANIA	383.77
LEFSTEAD, CLIFTON L	109.10

LILES, BEVERLEY FOSTER	November 12, 2012	468.46
LION INDUSTRIAL PROPERTIES LP	Resolution Book 44, Page 53	4,555.95
LOZZI, PAUL A		1,130.42
MAHONEY, GEORGE R JR		497.66
MANZ, PHILIP R		19.14
MARKEL, LARRY P		746.97
MASONITE CORP		16,470.17
MCKINLEY, WILLIAM R		70.34
MCLAWHORN, JAMES H		671.84
MCLELLAN, NANCY		170.17
MCMILLAN & TERRY P A		2,043.74
MELTON, GLORIA L		102.88
MERCER, ANGUS W		6,305.86
METZGER, MARK G		176.58
MICHALSKI, STANLEY		516.80
MIRMAN, STEPHEN A		78.48
MOORE, JOHN KENTON		12,048.04
MORNINGSIDE PARTNERS OF PINEHURST		4,227.69
MORRISON-PHASE I LLC, %		7,987.37
MOZINGO, FAYE P		1,014.45
MURPHY OIL USA INC		720.66
NADINE A NEEL P A		1,432.19
NATIONAL TAX SEARCH LLC		7,446.17
NATIONWIDE ADVANTAGE MORTGAGE		74.64
NEW STARMOUNT INTEREST LLC .		7,100.68
NEWSTAR FINANCIAL INC		9,230.07
NEWSTAR FINANCIAL INC		12,637.58
NEXCO INC		76.56
NEXCO INC		76.56
NOVANT HEALTH INC		4,638.25
NUNN, DEWITT A JR		759.88
OLLIVER, STEPHEN C		834.50
OSBORN, ERIC S.		195.71
PARK MERIDIAN BANK		2,001.63
PARK MINISTRIES INC THE		59,862.46
PARKER, NISA AUNDRA		146.42
PARR, WILTON L		191.41
PENDRED, RONALD GEORGE		182.32
PETERS, FREDERICK H JR		151.21
PETTY, ALEC W B		151.21
PHH MORTGAGE CORP/ROCHESTER		250.75
PHH MORTGAGE CORP/ROCHESTER		196.68
PHILLIPS, G PATRICK		23.92
PINE BROOK CENTER LTD		2,399.27
PINE BROOK CENTER LTD		3,511.83
PIPER GLEN APARTMENTS ASSOCIATES		15,134.00
PITTMAN, BRYAN W		7,104.03
PIZZAGALLI PROPERTIES LLC		2,021.72
PLAUS, DONALD		1,318.78
PNC MORTGAGE		71.78

PNC MORTGAGE	November 12, 2012	140.33
PNC MORTGAGE	Resolution Book 44, Page 54	140.33
PNC MORTGAGE		140.33
PNC MORTGAGE		140.33
PNC MORTGAGE		189.01
PNC MORTGAGE		20.57
POINDEXTER, CHRISTOPHER B		864.84
POINDEXTER, CHRISTOPHER B		848.41
POLHILL, MARK		278.21
POLITIS, GEORGE		783.33
PROVIDENCE COMMONS		27.76
RBC BANK		14,620.55
RED MORTGAGE CAPITAL LLC		7,138.01
RED MORTGAGE CAPITAL LLC		19,624.86
REGELBRUGGE, ROGER R		987.64
RHYNELAND INC		572.78
RITE AID HDQTRS CORP		4,835.40
ROBICSEK, FRANCIS		537.37
ROCHE, KEVIN P		167.96
RODGERS, JOHN J		1,099.15
ROSENBERG, KATRIN SILKE		64.77
ROSS, JOHN G		264.62
ROTHMAN, LINDA M (TRUST 10/08/2007		64.59
RRF LLC		2,002.10
RRF LLC		1,829.84
RUSS, SAUNDRA		345.01
SANDHURST-COLLINS LLC		2,968.23
SCOTT CLARK'S TOYOTA SCION		2,956.75
SELF, WILLIAM OSCE		866.11
SETERUS INC		431.25
SEVENTH STREET INVESTORS LLC		494.80
SHELTON, ALAN C		393.34
SHOREWOOD APARTMENTS LTD		6,861.91
SILVER FAMILY LLC		2,006.76
SILVER GRANITE LLC		3,172.02
SILVER RAINTREE LLC		1,497.87
SIMPSON FINANCING LP FOR THE ARBORETUM APTS		16,699.69
SISTRUNK III, GEORGE W		700.06
SMITH, B SCOTT		703.90
SMITH, KEVIN LINDSAY		144.51
SORBER, ROBERT E		353.63
SOVRAN ACQUISTION LP		6,270.46
SPENCER, STEVEN A		124.41
SPIER, WILLIAM JR		321.51
STARK, EVA		516.32
STEELE CREEK (1997) LIMITED PARTNERSHIP		5,500.53
STEELE CREEK (1997) LIMITED PARTNERSHIP		901.04
STEELE CREEK (1997) LIMITED PARTNERSHIP		7,544.75
STEGALL T G LEASING CO		1,697.78
STEVENSON, WILLIAM J		700.55

STEWART STREAM LTD PARTNERSHIP	November 12, 2012	128.89
STICKLEY, JOHN L JR	Resolution Book 44, Page 55	290.46
STONE RIDGE APARTMENTS LLC		6,901.36
STONE'S PUMP & TRENCH, LLC		2,734.24
STROUSE GREENBURG PROPERTIES VI LIMITED		23,532.41
SUNGLASS HUT TRADING # 3958		24.82
SWAN RUN LTD		6,670.97
SWAN RUN LTD		224.42
SWAN RUN LTD		4,027.18
TAC HOLDINGS LP		4,382.72
TAC HOLDINGS LP		16,109.68
TAC HOLDINGS LP		1,113.02
TALLEY, LISA		164.77
TATE, BRIAN D		2,361.18
TAYLOR, H GRANT		12.92
TEMPLE ISRAEL INC		169.39
TEMPLE ISRAEL INC		219.63
TEMPLE ISRAEL INC		135.42
TEMPLE ISRAEL INC		377.55
TEMPLE ISRAEL INC		210.08
TEMPLE ISRAEL INC		152.16
TEMPLE ISRAEL INC		434.01
TERMINAL PROPERTIES INC		1,346.54
TERRAPIN CHARLOTTE LLC		7,647.63
TEW PROPERTIES LLC		215.33
THE VILLAGE AT SOUTHPARK		3,040.48
THOMAS, J HERBERT		52.16
THOMAS, JEFFREY C		508.18
THOMAS, RONALD E		88.05
THOMPSON, HARRY M III		435.93
TIMIOS INC		1,406.24
TINKER, A EUGENE		325.87
TITLE SOURCE INC		274.67
TOTAL MORTGAGE SOLUTIONS LP		66.99
TOWNSEND, MARK W		909.18
TRIANGLE REAL ESTATE OF GASTONIA IN .		2,532.39
TROJER, SERGIO		143.07
TSUMAS, MARY ELIZABETH D		88.04
TULL BROTHERS INVESTMENT		1,241.76
USA MOBILITY WIRELESS INC		12.95
USAA FEDERAL SAVINGS BANK		50.25
VALU TREE REAL ESTATE TAX SERVICES		1,452.77
VALU TREE REAL ESTATE TAX SERVICES		1,635.57
VALU TREE REAL ESTATE TAX SERVICES		288.55
VOIT PARTNERS LTD I TRUST #5		11,717.40
WALLACE, RICHARD DAVID		66.99
WALMART		24,282.24
WARD, ANN E		854.14
WARD, KENNETH A		185.67
WASHBURN GRAPHICS INC		17,575.67

WATERFORD SQUARE APARTMENTS ASSOC	November 12, 2012	19,729.17
WEBB, G HOWARD JR	Resolution Book 44, Page 56	862.29
WEBER, BRETT G		451.72
WELLS FARGO CMS		3,477.26
WELLS FARGO HOME MORTGAGE		90.92
WELLS FARGO HOME MORTGAGE		113.88
WELLS FARGO HOME MORTGAGE		172.27
WELLS FARGO HOME MORTGAGE		124.41
WELLS FARGO HOME MORTGAGE		35.90
WELLS FARGO HOME MORTGAGE		89.00
WELLS FARGO HOME MORTGAGE		246.91
WELLS FARGO HOME MORTGAGE		121.06
WELLS FARGO HOME MORTGAGE		320.61
WELLS FARGO HOME MORTGAGE		63.17
WELLS FARGO HOME MORTGAGE		117.72
WELLS FARGO HOME MORTGAGE		984.78
WELLS FARGO HOME MORTGAGE		597.67
WELLS, ALAN G JR		82.79
WENDY'S INTERNATIONAL INC 2500747		1,386.27
WHEELER, JEFFREY SCOTT		508.19
WILLIAMS, BILL J		307.21
WILLIAMS, GARY		48.22
WILLIAMS, GREGORY S		16.75
WINDSTREAM COMMUNICATIONS INC		4,983.26
YAGER VENTURES LIMITED		8,763.85
YAGER VENTURES LIMITED		4,911.16
YFP LLC .		4,295.41
		\$1,335,951.99

**A RESOLUTION AUTHORIZING THE REFUND OF
CERTAIN BUSINESS PRIVILEGE LICENSES**

Reference is made to the schedule of "Business Privilege License 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 certain 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 assessor error.

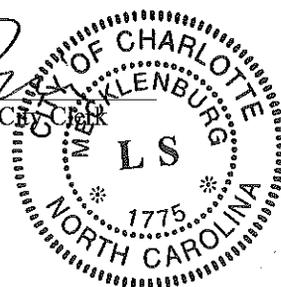
NOW, THEREFORE, BE RESOLVED by the City Council of the City of Charlotte, North Carolina, in regular session assembled this 12th day of November 2012 that those taxpayers listed on the schedule of "Business Privilege License Refunds Requested" be refunded in the amounts therein set up and that the schedule and this resolution be spread upon the minutes of this meeting.

CERTIFICATION

I, Ashleigh M. Price, Deputy City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council of the city of Charlotte, North Carolina, in regular session convened on the 12th day November, 2012, the reference having been made in Minute Book 13^d, and recorded in full in Resolution Book 4^d, Pages (57-58).

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 16th day of November, 2012.


Ashleigh M. Price, Deputy City Clerk



BPLT Refund Requests

<u>Name</u>	<u>Amount</u>
Hall Builders LLC	\$162.50
Long's Monument Company	12.32
G G's Cue & Lounge / George Henry Goss	10.00
All Graham Insurance Solutions	50.00
Andeborni (ADB) Enterprises	5.00
Scott's Painting & Decorating, LLC	81.00
Royal Welding, LLC	102.18
NDR Energy Group, LLC	<u>\$12,385.00</u>
	<u>\$12,808.00</u>

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 below for the **2011 ANNEXATION-RHYNE FORCE MAIN PROJECT**; 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 **2011 ANNEXATION-RHYNE FORCE MAIN PROJECT** and estimated to be **5,163 square feet (.119 acre) of sanitary sewer easement and 3,125 square feet (.072 acre) of temporary construction easement** and any additional property or interest as the City may determine to complete the Project, as it relates to Tax Parcel No.: 055-071-02; said property currently owned by **TONY R. YOUNG and wife, PHYLLIS D. YOUNG; PIEDMONT BANK (a division of Yadkin Valley Bank & Trust Company), Beneficiary; UNITED STATES DEPARTMENT OF TREASURY, INTERNAL REVENUE SERVICE, Possible Judgment Creditor; NORTH CAROLINA DEPARTMENT OF REVENUE, Possible Judgment Creditor,** or the owners' successor-in-interest.

ESTIMATED JUST COMPENSATION:

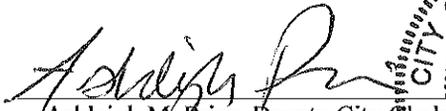
Such estimated just compensation as may be determined based upon the takings required by the final construction plans.

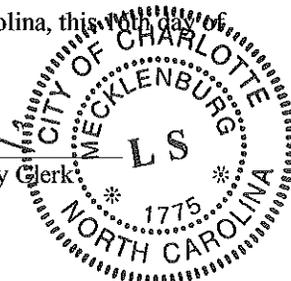
IT IS FURTHER RESOLVED that the estimated just compensation for the property is hereby authorized to be deposited in the Office of the Clerk of Superior Court, Mecklenburg County, North Carolina, together with the filing of the Complaint and Declaration of Taking.

CERTIFICATION

I, Ashleigh M. Price, Deputy City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council of the city of Charlotte, North Carolina, in regular session convened on the 12th day November, 2012, the reference having been made in Minute Book 134 and recorded in full in Resolution Book 44, Page 59.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 12th day of November, 2012.


Ashleigh M. Price, Deputy City Clerk



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 below for the **BLUE LINE EXTENSION PROJECT**; 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 **BLUE LINE EXTENSION PROJECT** and estimated to be **1,493 square feet (.034 acre) of temporary construction easement** and any additional property or interest as the City may determine to complete the Project, as it relates to Tax Parcel No.: 091-021-10; said property currently owned by **OCTAVIO GARCIA and wife, CINDY GARCIA; PEOPLES BANK, Beneficiary**, or the owners' successor-in-interest.

ESTIMATED JUST COMPENSATION:

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

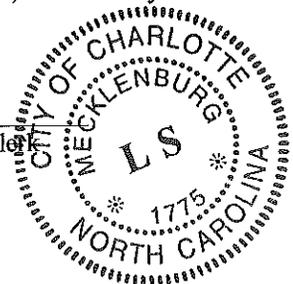
IT IS FURTHER RESOLVED that the estimated just compensation for the property is hereby authorized to be deposited in the Office of the Clerk of Superior Court, Mecklenburg County, North Carolina, together with the filing of the Complaint and Declaration of Taking.

CERTIFICATION

I, Ashleigh M. Price, Deputy City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council of the city of Charlotte, North Carolina, in regular session convened on the 12th day November, 2012, the reference having been made in Minute Book 139, and recorded in full in Resolution Book 49, Page 60.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 16th day of November, 2012.


Ashleigh M. Price, Deputy City Clerk



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 below for the **BLUE LINE EXTENSION PROJECT**; 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 **BLUE LINE EXTENSION PROJECT** and estimated to be **1,228 square feet (.028 acre) of temporary construction easement** and any additional property or interest as the City may determine to complete the Project, as it relates to Tax Parcel No.: 091-021-21; said property currently owned by **DELIA SZADY and IMMANUEL K. MARTIN; THE CHARLOTTE-MECKLENBURG HOSPITAL AUTHORITY; U. S. BANK, NATIONAL ASSOCIATION, Lender; MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), Beneficiary**, or the owners' successor-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, Ashleigh M. Price, Deputy City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council of the city of Charlotte, North Carolina, in regular session convened on the 12th day November, 2012, the reference having been made in Minute Book 139, and recorded in full in Resolution Book 44, Page 61.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 16th day of November, 2012.


Ashleigh M. Price, Deputy City Clerk



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 below for the **NEWELL SOUTH (AUTUMNWOOD) NEIGHBORHOOD IMPROVEMENT PROJECT**; 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 **NEWELL SOUTH (AUTUMNWOOD) NEIGHBORHOOD IMPROVEMENT PROJECT** and estimated to be **106 square feet (.002 acre) of sidewalk/utility easement; 2,374 square feet (.054 acre) of temporary construction easement** and any additional property or interest as the City may determine to complete the Project, as it relates to Tax Parcel No.: 049-171-39; said property currently owned by **JOGI C. GOWDA and wife, ASHMANI C. J. GOWDA; WACHOVIA BANK, NA, Lender**, or the owners' successor-in-interest.

ESTIMATED JUST COMPENSATION:

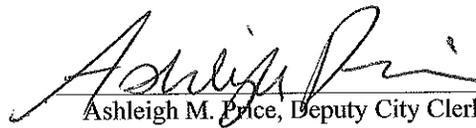
Such estimated just compensation as may be determined based upon the takings required by the final construction plans.

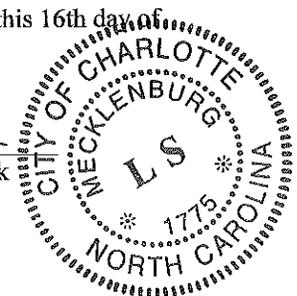
IT IS FURTHER RESOLVED that the estimated just compensation for the property is hereby authorized to be deposited in the Office of the Clerk of Superior Court, Mecklenburg County, North Carolina, together with the filing of the Complaint and Declaration of Taking.

CERTIFICATION

I, Ashleigh M. Price, Deputy City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council of the city of Charlotte, North Carolina, in regular session convened on the 12th day November, 2012, the reference having been made in Minute Book 134, and recorded in full in Resolution Book 43, Page 62.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 16th day of November, 2012.


Ashleigh M. Price, Deputy City Clerk



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 below for the **NEWELL SOUTH (AUTUMNWOOD) NEIGHBORHOOD IMPROVEMENT PROJECT**; 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 **NEWELL SOUTH (AUTUMNWOOD) NEIGHBORHOOD IMPROVEMENT PROJECT** and estimated to be **2,521 square feet (.058 acre) of temporary construction easement** and any additional property or interest as the City may determine to complete the Project, as it relates to Tax Parcel No.: 049-161-02; said property currently owned by **ANGELA RIVERS and spouse, if any; CHARLOTTE HOME EQUITY, LLC, Lender; MERS, Beneficiary; JOHN J. READY, ESQ., Possible Judgment Creditor**, or the owners' successor-in-interest.

ESTIMATED JUST COMPENSATION:

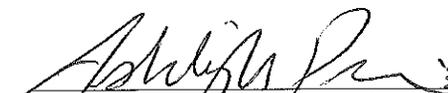
Such estimated just compensation as may be determined based upon the takings required by the final construction plans.

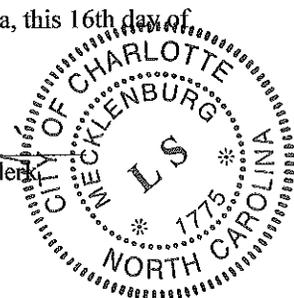
IT IS FURTHER RESOLVED that the estimated just compensation for the property is hereby authorized to be deposited in the Office of the Clerk of Superior Court, Mecklenburg County, North Carolina, together with the filing of the Complaint and Declaration of Taking.

CERTIFICATION

I, Ashleigh M. Price, Deputy City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council of the city of Charlotte, North Carolina, in regular session convened on the 12th day November, 2012, the reference having been made in Minute Book 134, and recorded in full in Resolution Book 44, Page 63.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 16th day of November, 2012.


Ashleigh M. Price, Deputy City Clerk



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 below for the **WEST BOULEVARD SIDEWALK PROJECT**; 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 **WEST BOULEVARD SIDEWALK PROJECT** and estimated to be **1,111 square feet (.026 acre) of sidewalk/utility easement and 1,392 square feet (.032 acre) of temporary construction easement** and any additional property or interest as the City may determine to complete the Project, as it relates to Tax Parcel No.: 143-081-34; said property currently owned by **ZADA L. WOODS and spouse, if any; ANY AND ALL OTHER HEIRS AT LAW OF JULIA WOODS and ROBERT L. WOODS**, or the owners' successor-in-interest.

ESTIMATED JUST COMPENSATION:

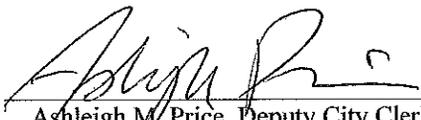
Such estimated just compensation as may be determined based upon the takings required by the final construction plans.

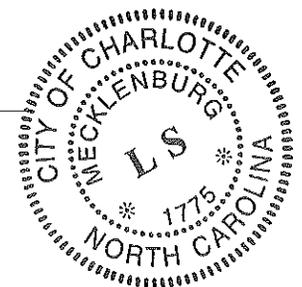
IT IS FURTHER RESOLVED that the estimated just compensation for the property is hereby authorized to be deposited in the Office of the Clerk of Superior Court, Mecklenburg County, North Carolina, together with the filing of the Complaint and Declaration of Taking.

CERTIFICATION

I, Ashleigh M. Price, Deputy City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council of the city of Charlotte, North Carolina, in regular session convened on the 12th day November, 2012, the reference having been made in Minute Book 134, and recorded in full in Resolution Book 44, Page 64.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 16th day of November, 2012.


Ashleigh M. Price, Deputy City Clerk



A Resolution of the City Council of the City of Charlotte calling for a Public Hearing to be held by the City Council on the Question of designating the property known as the "Paul and Wilkie Beatty House" (listed under Tax Parcel Number 07321815 as of October 15, 2012, and including the interior and exterior of the house, and the parcel of land listed under Tax Parcel Number 07321815) as an Historic Landmark. The property is owned by VSW Properties Irwin Avenue LLC, and is located at 215 South Irwin Avenue, Charlotte, North Carolina.

WHEREAS, the Charlotte-Mecklenburg Historic Landmarks Commission has made an investigation and report on the historic, architectural, educational, and cultural significance of the property as described below; and

WHEREAS, the Charlotte-Mecklenburg Historic Landmarks Commission has recommended that the City Council adopt an ordinance designating the property described below as an Historic Landmark pursuant to Chapter 160A, Article 19, as amended of the General Statutes of North Carolina; and

WHEREAS, the Charlotte-Mecklenburg Historic Landmarks Commission has determined that the property described below meets the criteria for designation because of special significance in terms of its history, architectural, and/or cultural importance, and because it possesses integrity of design, setting, workmanship, materials, feeling and/or association as required by N.C.G.S. 160A-400.5.

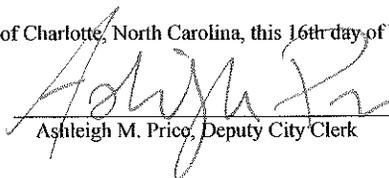
NOW, THEREFORE, BE IT RESOLVED by the City Council of Charlotte, Mecklenburg County, North Carolina, that the City Council will hold a public hearing at which interested parties will have an opportunity to be heard on the question of the designation of the property known as the "Paul and Wilkie Beatty House" (listed under tax parcel number 07321815 as of October 15, 2012, and including the interior and exterior of the house, and the parcel of land listed under tax parcel number 07321815) as an Historic Landmark.

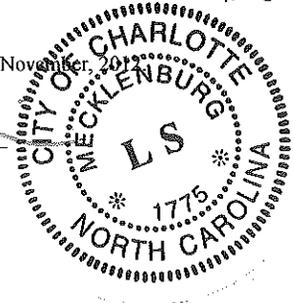
BE IT FURTHER RESOLVED that reasonable notice of the time and place of the public hearing shall be given.

CERTIFICATION

I, Ashleigh M. Price, Deputy City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council of the city of Charlotte, North Carolina, in regular session convened on the 12th day November, 2012, the reference having been made in Minute Book 134, and recorded in full in Resolution Book 44, Page 65.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 16th day of November, 2012.


Ashleigh M. Price, Deputy City Clerk



A Resolution of the City Council of the City of Charlotte calling for a Public Hearing to be held by the City Council on the Question of designating the property known as the "Stratton House" (listed under Tax Parcel Numbers 07321325, 07321326, and 07321327 as of October 15, 2012, and including the interior and exterior of the house, and the parcels of land listed under Tax Parcel Numbers 07321325, 07321326, and 07321327) as an Historic Landmark. The property is owned by Power Products Manufacturing Company and VSW Properties West Fourth Street LLC, and is located at 911 West Fourth Street Extension, Charlotte, North Carolina.

WHEREAS, the Charlotte-Mecklenburg Historic Landmarks Commission has made an investigation and report on the historic, architectural, educational, and cultural significance of the property as described below; and

WHEREAS, the Charlotte-Mecklenburg Historic Landmarks Commission has recommended that the City Council adopt an ordinance designating the property described below as an Historic Landmark pursuant to Chapter 160A, Article 19, as amended of the General Statutes of North Carolina; and

WHEREAS, the Charlotte-Mecklenburg Historic Landmarks Commission has determined that the property described below meets the criteria for designation because of special significance in terms of its history, architectural, and/or cultural importance, and because it possesses integrity of design, setting, workmanship, materials, feeling and/or association as required by N.C.G.S. 160A-400.5.

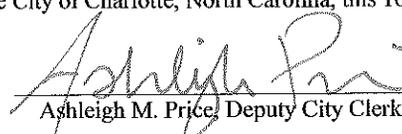
NOW, THEREFORE, BE IT RESOLVED by the City Council of Charlotte, Mecklenburg County, North Carolina, that the City Council will hold a public hearing at which interested parties will have an opportunity to be heard on the question of the designation of the property known as the "Stratton House" (listed under tax parcel numbers 07321325, 07321326, and 07321327 as of October 15, 2012, and including the interior and exterior of the house, and the parcels of land listed under tax parcel numbers 07321325, 07321326, and 07321327) as an Historic Landmark.

BE IT FURTHER RESOLVED that reasonable notice of the time and place of the public hearing shall be given.

CERTIFICATION

I, Ashleigh M. Price, Deputy City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council of the city of Charlotte, North Carolina, in regular session convened on the 12th day November, 2012, the reference having been made in Minute Book 137, and recorded in full in Resolution Book 47, Page 66.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 16th day of November, 2012.


Ashleigh M. Price, Deputy City Clerk



A Resolution of the City Council of the City of Charlotte calling for a Public Hearing to be held by the City Council on the Question of designating the property known as the "Woodlawn Bungalow" (listed under Tax Parcel Number 07321513 as of October 15, 2012, and including the interior and exterior of the house, and the parcel of land listed under Tax Parcel Number 07321513) as an Historic Landmark. The property is owned by The Committee to Restore and Preserve Third Ward, and is located at 1015 West Fourth Street, Charlotte, North Carolina.

WHEREAS, the Charlotte-Mecklenburg Historic Landmarks Commission has made an investigation and report on the historic, architectural, educational, and cultural significance of the property as described below; and

WHEREAS, the Charlotte-Mecklenburg Historic Landmarks Commission has recommended that the City Council adopt an ordinance designating the property described below as an Historic Landmark pursuant to Chapter 160A, Article 19, as amended of the General Statutes of North Carolina; and

WHEREAS, the Charlotte-Mecklenburg Historic Landmarks Commission has determined that the property described below meets the criteria for designation because of special significance in terms of its history, architectural, and/or cultural importance, and because it possesses integrity of design, setting, workmanship, materials, feeling and/or association as required by N.C.G.S. 160A-400.5.

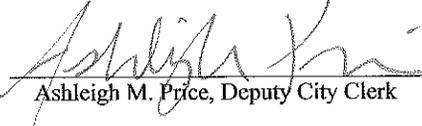
NOW, THEREFORE, BE IT RESOLVED by the City Council of Charlotte, Mecklenburg County, North Carolina, that the City Council will hold a public hearing at which interested parties will have an opportunity to be heard on the question of the designation of the property known as the "Woodlawn Bungalow" (listed under tax parcel number 07321513 as of October 15, 2012, and including the interior and exterior of the house, and the parcel of land listed under tax parcel number 07321513) as an Historic Landmark.

BE IT FURTHER RESOLVED that reasonable notice of the time and place of the public hearing shall be given.

CERTIFICATION

I, Ashleigh M. Price, Deputy City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council of the city of Charlotte, North Carolina, in regular session convened on the 12th day November, 2012, the reference having been made in Minute Book 134, and recorded in full in Resolution Book 44, Page 67.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 16th day of November, 2012.


Ashleigh M. Price, Deputy City Clerk

