[Pricing Date]

BOND PURCHASE AGREEMENT

$[Amount]
City of Wilmington, North Carolina
Storm Water Fee Revenue Refunding Bonds, Series 2026

City of Wilmington, North Carolina
Wilmington, North Carolina 28402

Local Government Commission of North Carolina
Raleigh, North Carolina 27603-1385

Raymond James & Associates, Inc. (the "***Underwriter***") hereby agrees to purchase the above-captioned Series 2026 Bonds (the "***2026 Bonds***") from the Local Government Commission of North Carolina (the "***LGC***"), subject to the approval of the City of Wilmington, North Carolina (the "***City***"), pursuant to the terms and conditions of this Bond Purchase Agreement (this "***Agreement***").

The 2026 Bonds are to be authorized and issued pursuant to (1) a General Trust Indenture (the "***General Indenture***") dated as of October 1, 2007, between the City and U.S. Bank Trust Company, National Association, Charlotte, North Carolina, as successor trustee (the "***Trustee***"), and (2) Series Indenture, Number 3 dated as of May 1, 2026, between the City and the Trustee (the "***Series Indenture***"). The City's issuance of the 2026 Bonds has been authorized by a bond order (the "***Bond Order***") adopted by the City Council of the City on April __, 2026.

The General Indenture and the Series Indenture are together referred to as the "Indentures" in this Agreement. Capitalized terms used in this Agreement and not otherwise defined shall have the meanings ascribed to them in the Indentures.

This offer is made subject to the LGC's acceptance and approval by the City, evidenced by each party's execution and delivery (manually or by facsimile transmission) of this Agreement (or the signature page) to the Underwriter or its counsel, at or prior to 5:00 p.m., Eastern Daylight Savings Time, today. If not so accepted, this offer shall expire upon written notice sent by the Underwriter to the City and the LGC at any time prior to acceptance.

Section 1. Offer and Sale of Bonds

(a) On the basis of the representations, warranties, covenants and agreements contained in this Agreement, and in the other agreements referred to herein, and subject to the terms and conditions described in this Agreement, the Underwriter agrees to purchase all (but not less than all) of the 2026 Bonds for the sum of $_______, representing the par amount of the 2026 Bonds, less an underwriter's discount of $_______, [plus/less] a[n] [net] original issue [premium/discount] of $_______.

The 2026 Bonds shall be dated May __, 2026, and shall be payable as to principal and interest in years and amounts and at rates as shown on Exhibit A.

The City and the LGC hereby expressly authorize the Underwriter to pay the purchase price directly to the Trustee.

Proceeds of the 2026 Bonds will be used to (a) refinance all or a portion of the City's $19,425,000 Storm Water Fee Revenue and Revenue Refunding Bonds, Series 2015A; and (b) pay the costs related to the issuance of the 2026 Bonds.

(b) The Underwriter acknowledges that neither the LGC nor the City has authorized or consented to any of the following:

(i) the sale of Bonds to any purchaser in connection with the initial public offering of the 2026 Bonds unless a copy of the Official Statement is delivered to such purchaser not later than the settlement of such transaction;

(ii) the offer or sale of Bonds in any jurisdiction where any such offer or sale would be in violation of the jurisdiction's securities laws;

(iii) making any representations or providing any information to prospective purchasers of the 2026 Bonds in connection with the public offering and sale of the 2026 Bonds other than the information set forth in the Preliminary Official Statement, the Official Statement and any amendment thereto approved in writing by the LGC and the City; or

(iv) any actions in connection with the public offering and sale of the 2026 Bonds in violation of applicable requirements of federal and state securities laws and any applicable requirements of the Municipal Securities Rulemaking Board (the "***MSRB***") or the National Association of Securities Dealers, Inc. The Underwriter agrees that in its offering of the 2026 Bonds it will comply with the applicable rules of the MSRB.

Section 2. Official Statement

Concurrently with its acceptance of this Agreement, the City shall deliver to the Underwriter (or its counsel) two copies of the Preliminary Official Statement dated April __, 2026, related to the 2026 Bonds (the "***Preliminary Official Statement***"), marked to include such changes as have been accepted by the Underwriter and the LGC and as are necessary or desirable to reflect the terms of the 2026 Bonds and this Agreement and to complete the document as a final Official Statement.

The City agrees to deliver to the Underwriter, at such addresses as the Underwriter shall specify, as many copies of such final Official Statement dated the date hereof relating to the 2026 Bonds (the "***Final Official Statement***" and together with the Preliminary Official Statement and any amendments or supplements that may be authorized for use with respect to the 2026 Bonds, the "***Official Statement***") as the Underwriter shall reasonably request as necessary to comply with paragraph (b)(4) of Rule 15c2-12 of the U.S. Securities and Exchange Commission (the "***SEC***") under the Securities Exchange Act of 1934, as amended (the "***Rule***") and with Rule G-32 and all other applicable rules of the MSRB. The City agrees to deliver such Final Official Statements within seven business days after the execution hereof.

The City hereby deems the Preliminary Official Statement to be final as of its date within the meaning of the Rule of the SEC, except for the omission of pricing and other information allowed to be omitted pursuant to such the Rule. The City will take all proper steps to prepare the Official Statement in final form, including the completion of all information required pursuant to such the Rule. The execution of the Official Statement in final form by the City's Manager shall be conclusive evidence that the City has deemed it final as of its date. The City agrees to authorize and approve the Preliminary Official Statement and the Final Official Statement and to consent to their distribution and use by the Underwriter.

The Underwriter represents that a copy of the Official Statement will be electronically delivered before the "end of the underwriting period," as defined below with the MSRB at www.MSRB.org/msrb1/control/default.asp.

The City will take all actions and provide all information reasonably requested by the Underwriter to ensure that the Preliminary Official Statement, as hereinafter defined, and the Final Official Statement at all times during the initial offering and distribution of the 2026 Bonds do not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. The City will not amend or supplement, or approve any amendment or supplement of, either the Preliminary Official Statement or the Final Official Statement without the prior written consent of the Underwriter (which consent will not be unreasonably withheld); provided, however, that, if between the date of this Agreement and 25 days from the end of the underwriting period, as defined below, any event occurs or any fact is disclosed of which event or fact the City has actual knowledge which might cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the City will promptly notify the Underwriter, and, if in the opinion of the Underwriter such event or disclosure requires the preparation and publication of a supplement or amendment to the Official Statement, the City will supplement or amend the Official Statement in form and manner approved by the Underwriter, and the City shall pay all expenses in association therewith, including reasonable attorneys' fees. For purposes of this Agreement, the *"end of the underwriting period"* will mean the later of (i) the Closing, or (ii) the time that the Underwriter no longer retain, directly or as a member of an underwriting syndicate, an unsold balance of the 2026 Bonds for sale to the public. Unless otherwise notified in writing by the Underwriter, the City shall treat the Closing as the "end of the underwriting period."

Section 3. City's Representations, Warranties, Covenants and Agreements

The City hereby represents, warrants, covenants and agrees as follows:

(a) The City is, and will be at the Closing Time (as hereinafter defined), (i) a validly existing municipal corporation of the State of North Carolina (the "***State***"), and (ii) authorized to enter into and adopt and perform its obligations under the Indentures, the 2026 Bonds, the 2026 Bond Order and this Agreement (the "***Documents***").

(b) The City has complied with all provisions of the State's constitution and laws pertaining to the City's issuing, adopting or entering into the Documents and has full power and authority to consummate all transactions contemplated by the Documents and the Official Statement and any and all other agreements relating thereto to which the City is a party.

(c) At the time of the City's acceptance of this Agreement and (unless an event occurs of the nature described in Section 3(i) below) at all subsequent times up to and including the Closing Time, the information contained in the Preliminary Official Statement and the Official Statement (except for the information contained in Appendix F) and in any amendment or supplement thereto that the City may authorize for use with respect to the 2026 Bonds is and will be true and correct and does not contain and will not contain any untrue statement of a material fact and does not omit and will not omit to state a material fact that should be stated therein or is necessary to make the statements in such document, in the light of the circumstances under which they were made, not misleading. If the Official Statement is supplemented or amended pursuant to Section 3(i) below, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such Section 3(i)) at all times subsequent thereto up to and including the Closing Time, the City shall take all steps necessary to ensure that the Official Statement (except for the information contained in Appendix F) as so supplemented or amended does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(d) The City has duly adopted and authorized, at one or more public meetings duly called and held at which quorums were present and acting throughout, (i) the distribution and use of the Official Statement; (ii) the adoption, execution, delivery and due performance of the Documents and any and all such other agreements and documents as may be required to be executed and delivered by the City in order to carry out, give effect to and consummate the transactions contemplated by the Documents and by the Official Statement; and (iii) the carrying out, giving effect to and consummation of the transactions contemplated by the Documents and the Official Statement. Upon the Closing, the City shall have duly adopted or authorized, executed and delivered each Document and the Official Statement.

(e) Except as and to the extent described in the Preliminary Official Statement, there is no action, proceeding or investigation before or by any court or other public body pending or, to the City's knowledge, threatened against or affecting the City or any City officer or employee in an official capacity (or, to the City's knowledge, any basis therefor), wherein an unfavorable decision, ruling or finding would materially adversely affect (i) the transactions contemplated or described herein or in the Preliminary Official Statement, or the validity of the Documents or of any other agreement or instrument to which the City is or is expected to be a party and which is used or contemplated for use in the consummation of the transactions contemplated or described herein or in or by the Preliminary Official Statement, or (ii) the City's condition, financial or otherwise.

(f) The City's adoption or execution and delivery of the Documents and other agreements contemplated by the Documents and by the Official Statement, and compliance with the provisions thereof, will not constitute on the City's part a breach of or a default under any existing law, court or administrative regulation, decree or order or any contract, agreement, loan or other instrument to which the City is subject or by which the City is or may be bound. No event has occurred or is continuing that, with the lapse of time or the giving of notice, or both, would constitute an event of default under any such agreement, including the Documents.

(g) The City will not take or omit to take any action the taking or omission of which will in any way cause the proceeds from the sale of the 2026 Bonds to be applied in a manner other than as described in the Official Statement and as permitted by the Indentures or which would cause the interest on the 2026 Bonds to be includable in the gross income of the recipients thereof for federal or State income tax purposes.

(h) The City's audited financial statements as of June 30, 2025, set forth as Appendix A to the Official Statement, present fairly the City's financial position as of June 30, 2025, and such statements have been prepared in conformity with generally accepted accounting principles applied on a consistent basis. The summary financial information related to the City set forth in the Official Statement, including the information related to the Storm Water Facilities in the section captioned "**FINANCIAL SCHEDULES—Historical Financial Information,**" presents fairly the financial information purported to be shown. There has been no material change in the financial condition of the City as a whole or of the Storm Water Facilities since June 30, 2025. The City is not a party to any contract or agreement or subject to any statutory or other restriction not disclosed in the Official Statement, the performance of or compliance with which may have a material, adverse effect on the City's financial condition or operations.

(i) If between the date of this Agreement and the date that is 25 days after the "end of the underwriting period," any event shall occur that might or would cause the Official Statement, as then supplemented or amended (except for the information contained in Appendix F), to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the City shall promptly notify the Underwriter, and the LGC. If, in the opinion of the Underwriter or the LGC, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the City shall at its expense supplement or amend the Official Statement in a form and in a manner approved by the Underwriter and the LGC.

(j) The City is not required to obtain any further consent, approval, authorization or order of any governmental or regulatory authority as a condition precedent to its adoption or authorization, execution and delivery of the Documents or the Official Statement, or the City's performance hereunder and thereunder (provided no representation or warranty is expressed as to any action required under federal or state securities or Blue Sky laws in connection with the Underwriter's offers or sales of the 2026 Bonds).

(k) All permits, approvals, and other legal clearances under federal, State or local laws and from federal, State or local entities or officers necessary for the operation of the Storm Water Facilities, as described in the Preliminary Official Statement, and as of today reasonably obtainable, have been obtained. The City knows of no reason why all permits, approvals or clearances necessary for the construction, equipping and operation of the Storm Water Facilities and not yet obtained will not be obtained in a timely fashion.

(l) Any certificate signed by any City officer and delivered to the Underwriter shall be deemed a representation and warranty by the City to the Underwriter as to the statements made therein.

(m) The City agrees to take all reasonable steps as requested to cooperate with the Underwriter and its counsel in order to qualify the 2026 Bonds for offering and sale under the securities or "Blue Sky" laws of such jurisdictions of the United States as the Underwriter may request, provided that the City need not consent to jurisdiction or service of process in any state other than North Carolina.

(n) The City has not defaulted in the payment of principal or interest on any indebtedness, the City has not exercised any rights of nonappropriation or similar rights, the City has not borrowed for general fund cash-flow purposes, and no proceedings have been taken, are being taken, or are contemplated by the City under the United States Bankruptcy Code or under any similar law or statute of the United States or the State.

(o) Other than as described in the Official Statement, the City has not entered into any contract or arrangement of any kind that might give rise to any lien or encumbrance on the Revenues.

(p) The City owns and operates the Storm Water Facilities (i) for users within its corporate limits and (ii) incidentally for users outside its corporate limits.

(q) The City will undertake in the Series Indenture to comply with the information reporting requirements of the Rule for the benefit of the Owners and the Beneficial Owners of the 2026 Bonds, all in accordance with Article VI of the Series Indenture.

Section 4. LGC's Representations and Warranties

The LGC represents and warrants to and covenants with the Underwriter as follows, all of which shall survive the delivery of the 2026 Bonds:

(a) The LGC is duly organized and validly existing as a division of the Department of the State Treasurer of the State, vested with the rights and powers conferred on it pursuant to Chapter 159 of the General Statutes of North Carolina, as amended.

(b) The LGC has full power and authority to approve the issuance and provide for the sale of the 2026 Bonds as provided in this Agreement, and the LGC has taken or will take all action required by applicable laws in connection therewith.

(c) The LGC has duly authorized the execution and delivery of this Agreement and has taken or will take all action necessary or appropriate to carry out the sale and delivery of the 2026 Bonds to the Underwriter.

(d) The execution and delivery of this Agreement and the performance by the LGC of its obligations hereunder are within the powers of the LGC and, to the best of the LGC's knowledge, will not conflict with or constitute a breach or result in a violation of (i) any federal or State constitutional provision, (ii) any agreement or other instrument to which the LGC is a party or by which it is bound, or (iii) any order, rule, regulation, decree or ordinance of any court, government or governmental authority having jurisdiction over the LGC.

(e) The LGC has duly approved and authorized the distribution of the Preliminary Official Statement and the execution, delivery and distribution of the Official Statement in connection with the public offering and sale of the 2026 Bonds.

(f) No consent, approval, authorization or order of any governmental or regulatory authority is required to be obtained by the LGC as a condition precedent to its approval of the issuance or sale of the 2026 Bonds or the execution and delivery of the Official Statement or this Agreement or the performance by the LGC of its obligations under this Agreement; provided, however, that no representation or warranty is expressed as to any action required under federal or North Carolina or other state securities or "Blue Sky" laws in connection with the offering or sale of the 2026 Bonds by the Underwriter.

(g) There is no litigation or any other proceeding before any court or governmental body or agency pending or, to the knowledge of the LGC, threatened, against or involving the LGC to restrain or enjoin the issuance or delivery of the 2026 Bonds or the execution or delivery by the LGC of this Agreement and the performance of its obligations hereunder.

Section 5. Delivery of Bonds

The 2026 Bonds shall be delivered through The Depository Trust Company, a New York corporation, by 12:00 noon, Eastern Time, on May __, 2026, or such other place, time or date as shall be mutually agreed on in writing by the City and the Underwriter. Simultaneously, the Underwriter shall make the payment required pursuant to Section 1 above, in immediately available funds, to the LGC or at its direction. In this Agreement, the date of such delivery and payment is called the "***Closing Date***," and the hour and date of such delivery and payment is called the "***Closing Time***."

The 2026 Bonds shall be delivered in fully registered form, in the form of one Bond for each maturity, and bearing CUSIP numbers (provided neither the inclusion of a wrong number on any Bond nor the failure to include a number thereon shall constitute cause to refuse delivery of any Bond).

Section 6. Conditions to Underwriter's Obligations

The Underwriter's obligations hereunder are subject to the following conditions:

(a) The Documents and the Official Statement have been duly authorized, adopted, executed and delivered in the forms heretofore approved by the Underwriter with only such changes as are mutually agreed on by the City and the Underwriter.

(b) The performance by the LGC and the City of their obligations and adherence to their covenants hereunder.

(c) The representations and warranties contained in this Agreement by the City and the LGC are true, complete and correct today and as of the Closing Time as if made at the Closing Time.

(d) There is no material change in the City's condition (financial or otherwise) between the most recent dates as to which information is given in the Official Statement and the Closing Time, other than as reflected in or contemplated by the Official Statement, and there is at the Closing Time no material transactions or obligations (not in the ordinary course of business) entered into by the City subsequent to the date of the Official Statement, other than as reflected in or contemplated by the Official Statement.

(e) All necessary approvals, whether legal or administrative, have been obtained from such federal, state and local entities or agencies as are appropriate and are required in connection with the financing.

(f) At the Closing Time, the Underwriter must receive:

(i) Opinions dated the Closing Date, in form and substance acceptable to the Underwriter, of (A) Parker Poe Adams & Bernstein LLP, Bond Counsel, in substantially the form of Appendix E to the Official Statement, and (B) Pope Flynn, LLC, counsel to the Underwriter.

(ii) An opinion of Meredith T. Everhart, Esq., City Attorney, dated the Closing Date, addressed to and in form and substance acceptable to the Underwriter, including the following:

(A) an opinion confirming the City's due authorization, adoption, execution and delivery of the Documents and the Official Statement;

(B) an opinion confirming the absence of conflicts between the documents referenced in (A) above and other contractual obligations of the City;

(C) a confirmation of the accuracy of statements in the section of the Official Statement entitled "**LEGAL MATTERS—Litigation**" as of the date hereof and as of the Closing Time as if made at the Closing Time; and

(D) a statement that based on the information made available to him in the course of representing the City (including review of such documents and participation in working group meetings and conference calls) and without having undertaken to determine independently the accuracy or completeness of the statements contained in the Preliminary Official Statement and the Official Statement, as of the dates of the Preliminary Official Statement and the Official Statement and as of the Closing Date, nothing has come to his attention that would lead him to believe that the information in the sections of such documents entitled **"THE PLAN OF REFUNDING," "THE STORM WATER FACILITIES"** and **"THE CITY OF WILMINGTON"** (with respect to the City) (except for any financial and statistical data, forecasts, numbers, estimates, assumptions and expressions of opinion) contains any untrue statement of a material fact, or omits to state a material fact that should be stated therein or which is necessary to make such statements, in light of the circumstances under which they were made, not misleading.

(iv) A Supplemental opinion of Bond Counsel, dated the Closing Date and in form and substance acceptable to the Underwriter,

(A) confirming the accuracy of those portions of the Official Statement entitled "**INTRODUCTION,**" "**THE 2026 BONDS** (except for the information contained in Appendix F) "**SECURITY AND SOURCES OF PAYMENT,**" and "**TAX TREATMENT**" and in Appendix C;

(B) confirming that the 2026 Bonds do not require registration under the United States Securities Act of 1933, as amended (the "*Securities Act*"); and

(C) confirming that the United States Trust Indenture Act of 1939, as amended (the "*Trust Indenture Act*"), does not require the qualification of the Indentures thereunder.

(v) A certificate signed by the City Manager and the City Finance Director, dated the Closing Date and in form and substance acceptable to the Underwriter, stating that (A) such officers have reviewed the Preliminary Official Statement and the Official Statement and that, as of the dates of such documents and as of the Closing Date, such documents (except for the information contained in Appendices D, E and F as to which no representation need be made) do not contain any untrue statement of a material fact or omit to state a material fact that should be stated therein or which is necessary to make the statements in such documents, in light of the circumstances under which they were made, not misleading, and (B) such officers have reviewed the City's covenants, agreements, representations and warranties hereunder, and further confirming the City's compliance with such covenants and agreements and the accuracy of such representations and warranties.

(vi) Evidence satisfactory to the Underwriter that the 2026 Bonds have received ratings of "___" from Moody's and "___" from S&P, respectively, and that such ratings are in effect at the Closing Time.

(vii) A certificate signed by an authorized officer of the LGC stating that the LGC's representations and warranties contained in Section 4 of this Agreement are true and correct as of the Closing Time as if made at the Closing Time.

(viii) Certified copies of all relevant proceedings of the City Council of the City.

(ix) Original executed or certified copies of the Documents.

(xii) Evidence satisfactory to the Underwriter that the City's issuance of the 2026 Bonds has received the LGC's required approval, and that such approval remains in effect.

(xiii) A certificate from the City's Director of Finance to the effect that all fees and other costs due to the LGC in connection with this financing have been paid.

(xiv) A certificate, dated the Closing Date, signed by City's Director of Finance, substantially to the effect that the projected financial performance report prepared in connection with the issuance of the 2026 Bonds may be relied upon by the LGC, together with a copy of such financial projection report.

(xv) A verification report prepared by The Arbitrage Group, Inc. in connection with the refunding of the Refunded Bonds.

(xvi) An opinion of Bond Counsel to the effect that the Refunded Bonds have been legally defeased.

(xvii) Such additional certificates and other documents in such form and substance as the Underwriter, its counsel or Bond Counsel may request to evidence performance of or compliance with the provisions of the Documents or the Official Statement and the transactions contemplated hereby and thereby, the truth and accuracy as of the Closing Time of the City's representations herein and in the Official Statement, and the City's due performance at or prior to the Closing Time of all agreements then to be performed by the City.

The delivery of the above documents shall be made on the Closing Date, at or prior to the Closing Time, at the offices of the City in Wilmington, North Carolina, or at such other place as the City and the Underwriter may hereafter determine.

The City and the LGC shall exercise their reasonable best efforts to fulfill such of the foregoing conditions as may be under their control or direction. In no event shall the failure of any such condition to be met constitute a default on the part of any party (except any party who had such condition under its control or direction).

Section 7. Indemnification

(a) The City shall, to the extent permitted by law, indemnify and hold harmless the Underwriter and the LGC and their directors, officers, agents and employees, and each person, if any, who controls the Underwriter or the LGC within the meaning of Section 15 of the Securities Act or Section 20(a) of the Securities Exchange Act of 1934, as amended (the "***Exchange Act***") (collectively, the "***Indemnified Persons***," and each, individually, an "***Indemnified Person***"), from and against any losses, claims, damages or liabilities (or actions in respect thereof) (collectively, "***Loss***") to which any Indemnified Person may become subject, insofar as such Loss arises out of, or is based upon, any untrue statement or alleged untrue statement of a material fact contained in the Official Statement, or arises out of, or is based upon, the omission or alleged omission to state therein a material fact necessary to make the statements therein not misleading, and will reimburse each Indemnified Person for any legal or other expenses reasonably incurred by such Indemnified Person in investigating, defending or preparing to defend any such action or claim. The indemnity agreement in this Section shall be in addition to any liability which the City may otherwise have to any Indemnified Person.

(b) Promptly after receipt by an Indemnified Person of notice of the commencement of any action, such Indemnified Person shall, if a claim in respect thereof is to be made against the City under this Section, notify the City in writing of the commencement thereof, but the omission so to notify the City shall not relieve the City from any liability which it may have to any Indemnified Person. The City shall be entitled to participate in and, to the extent that the City wishes, to assume the defense thereof, with counsel satisfactory to such Indemnified Person, and after notice from the City to such Indemnified Person of its election so to assume the defense thereof, the City shall not be liable to such Indemnified Person under subsection (a) for any legal or other expenses subsequently incurred by such Indemnified Person in connection with the defense thereof other than reasonable costs of any investigation; provided, however, that if the named parties to any such action (including any impleaded parties) include the Underwriter (or any of its officers or employees or controlling persons) and the City, and the Underwriter (or any such officer, employee or controlling person) shall reasonably conclude that there may be one or more legal defenses available to it which are different from or additional to those available to the City, the Underwriter (or any such officer, employee or controlling person) shall have the right to select separate counsel to assume such legal defenses and to otherwise participate in the defense of such action on behalf of the Underwriter (or of such officer, employee or controlling person), at the City's expense; and provided, further, however, that if the named parties to any such action (including any impleaded parties) include the LGC (or any of its officers or employees or controlling persons), the LGC (or any such officer, employee or controlling person) shall have the right, in its sole discretion, to select separate counsel to assume such legal defenses and to otherwise participate in the defense of such action on behalf of the LGC (or of such officer, employee or controlling person), at the City's expense.

(c) These indemnity agreements shall remain operative and in full effect, regardless of any investigation made by or on behalf of the Underwriter, the LGC or the City or the delivery of and the payment for any Bond hereunder, and shall survive the termination or cancellation of this Agreement.

(d) If the indemnification provided for in this Section is unavailable or insufficient to hold harmless and indemnify any Indemnified Person in respect of any Loss, then the City, on the one hand, and the Underwriter, as the case may be, on the other hand, shall contribute to the amount paid or payable by such Indemnified Person as a result of such Loss in such proportion as is appropriate to reflect the relative benefits received by the City on the one hand and the Underwriter on the other hand from the offering of the 2026 Bonds. If, however, the allocation provided by the immediately preceding sentence is not permitted by applicable law, then the City on the one hand and the Underwriter on the other hand shall contribute to such amount paid or payable by the Indemnified Person in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the City on the one hand and the Underwriter on the other hand in connection with the statements or omissions that resulted in such Loss, as well as any other relevant equitable considerations. The relative benefits received by the City on the one hand and the Underwriter on the other hand will be deemed to be in such proportion so that the Underwriter is responsible for that portion represented by the percentage that the underwriting discount payable hereunder (as specified in Section 1 hereof) bears to the aggregate public offering price of the 2026 Bonds, and the City is responsible for the balance. The relative fault will be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the City on the one hand or the Underwriter on the other hand and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

The City and the Underwriter agree that it would not be just and equitable if contribution pursuant to this subsection (d) were allocated by any method that did not take account of the equitable considerations referred to in this subsection (d). The amount paid or payable by the City and the affected Indemnified Person as a result of the Losses referred to in this subsection (d) will be deemed to include any legal or other expenses reasonably incurred by such Indemnified Person in connection with investigating, defending or preparing to defend any such action or claim.

(e) The indemnity and contribution provided by this Agreement are in addition to any other liability that the City may otherwise have hereunder, at common law or otherwise, and is provided solely for the benefit of the Indemnified Persons, and their respective successors, assigns and legal representatives, and no other person will acquire or have any right under or by virtue of such provisions of this Agreement.

Section 8. Underwriter's Right to Cancel

The Underwriter has the right to cancel its obligations hereunder by notifying the City and the LGC in writing of its election to do so between today and the Closing Time, if at any time before the Closing Time:

(a) any legislation, which if enacted in its form as introduced or pending would have the purpose or effect of imposing federal income taxation on interest received on obligations of the general character of the 2026 Bonds, or the 2026 Bonds, is passed by either house of the United States Congress, or reported favorably by any committee of either such house, or recommended for passage by the President of the United States, and such legislation, in the Underwriter's opinion, materially adversely affects (i) the market price of the 2026 Bonds or (ii) the enforceability of contracts for the sale of Bonds ("***Sale Contracts***");

(b) any decision by a court established under Article III of the United States Constitution or the Tax Court of the United States is rendered, or a ruling, regulation or order of the United States Treasury Department or the Internal Revenue Service is made or proposed having the purpose or effect of imposing federal income taxation, or any other event occurs which results in the imposition of federal income taxation, on interest received on obligations of the general character of the 2026 Bonds, or the 2026 Bonds, which, in the Underwriter's opinion, materially adversely affects (i) the market price of the 2026 Bonds or (ii) the enforceability of Sale Contracts;

(c) any legislation, ordinance, rule or regulation is introduced in or enacted by any governmental body, department or agency in the State, or a decision by any administrative agency or any court within the State is rendered which, in the Underwriter's opinion, materially adversely affects (i) the market price of the 2026 Bonds or (ii) the enforceability of Sale Contracts;

(d) a stop order, ruling, regulation or official statement by, or on behalf of, the SEC or any other governmental agency is issued or made to the effect that the execution, delivery, issuance, offering or sale of obligations of the general character of the 2026 Bonds or any separate security related thereto, or the execution, delivery, issuance, offering or sale of the 2026 Bonds or any separate security related thereto itself, as contemplated hereby or by the Official Statement, is in violation or would be in violation of any provision of the federal securities laws, including the Securities Act, the Exchange Act or the Trust Indenture Act;

(e) a state blue sky or securities commission withholds registration, exemption or clearance of the offering of the 2026 Bonds or any separate security related thereto and, in the Underwriter's opinion, such action materially adversely affects the market price of the 2026 Bonds;

(f) the City has sustained a substantial loss to City property by hurricane, tornado, fire, flood, accident, falling space debris or other calamity that, in the Underwriter's opinion, renders it inadvisable to proceed with the sale of the 2026 Bonds, whether or not such loss is insured;

(g) legislation is enacted by the Congress of the United States, or a decision by a court of the United States is rendered, to the effect that obligations of the general character of the 2026 Bonds or any separate security related thereto, or the 2026 Bonds or any separate security related thereto itself, are not exempt from registration, qualification or other requirements of the Securities Act, Exchange Act or the Trust Indenture Act;

(h) any event has occurred, or information become known, which, in the Underwriter's opinion, makes untrue, incorrect or misleading in any material respect any statement or information contained in the Preliminary Official Statement (except for the information contained in Appendix F), as of any date between and including its date and the Closing Date, contains an untrue statement of a material fact or omits to state a material fact necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading;

(i) any amendment to the Official Statement is proposed by the City or the LGC or deemed necessary by the Underwriter which, in the Underwriter's opinion, materially adversely affects (i) the market price of the 2026 Bonds or (ii) the enforceability of Sale Contracts;

(j) the marketability of the 2026 Bonds or the market price thereof, in the opinion of the underwriter, has been materially and adversely affected by disruptive events, occurrences or conditions in the securities or debt markets;

(k) there shall have occurred or any notice shall have been given of any intended downgrading, suspension, withdrawal or negative change in credit watch status by any national rating service to any of the City's obligations;

(l) a rating agency makes any announcement concerning ratings related to obligations of or guaranteed by the City which, in the Underwriter's opinion, materially adversely affects (i) the market price of the 2026 Bonds or (ii) the enforceability of Sale Contracts;

(m) additional material restrictions not in force as of the date hereof have been imposed on trading in securities generally by any governmental authority or by any national securities exchange;

(n) the New York Stock Exchange or any other national securities exchange, or any governmental authority, imposes, as to the 2026 Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by or the charge to the net capital requirements of, underwriters;

(o) a general banking moratorium is established by federal, New York or State authorities;

(p) any proceeding is pending or threatened by the SEC against the City; or

(q) there occurs any outbreak or escalation of hostilities or any national or international calamity or crisis, including a financial crisis, or any escalation of activities, the effect of which on the financial markets of the United States is such as, in the reasonable judgment of the Underwriter, would materially adversely affect (1) the market price of or the marketability of the 2026 Bonds or the market generally for obligations of the general character of the 2026 Bonds or (2) the ability of the Underwriter to enforce contracts or orders for the sale of the 2026 Bonds at the contemplated offering.

Section 9. Representations, Warranties, Covenants and Agreements to Survive Delivery

All of the City's and the LGC's representations, warranties, covenants and agreements in this Agreement shall remain operative and in effect, regardless of any investigation made by the Underwriter on its own behalf, after delivery of and payment for any Bond or of termination or cancellation of this Agreement.

Section 10. Expenses

The City acknowledges that the underwriting fee provided for in Section 1 represents compensation and reimbursement to the Underwriter only for its professional services and direct expenses (for such items as travel and postage).

The Underwriter shall pay its out-of-pocket expenses (including the fees and expenses of Underwriter's counsel, which include the cost of performing any blue sky and legal investment surveys), advertising expenses in connection with a public offering of the 2026 Bonds, fees of the CUSIP Bureau and any fees of the Municipal Securities Rulemaking Board or the Public Securities Association.

The City shall pay all expenses and costs to effect the authorization, preparation, execution, delivery and sale of the 2026 Bonds, including, without limitation, the LGC's fees and expenses (prior to closing), the fees and expenses of Bond Counsel and of counsel to the City, rating agency fees and expenses, the fees and expenses of the Trustee and its counsel (including the Trustee's acceptance fee), costs related to the deposit provided for in Section 1(b) (including lost investment earnings), the North Carolina Municipal Council fee, any registration or similar fees for qualifying the 2026 Bonds for sale in various jurisdictions chosen by the Underwriter and the expenses and costs for the preparation, printing, photocopying, execution and delivery of the 2026 Bonds and the Official Statement and all other agreements and documents contemplated by this Agreement.

Section 11. Use of Official Statement

The City hereby ratifies and confirms the use of the Preliminary Official Statement by the Underwriter. The City authorizes the use of, and will make available, the Official Statement for use by the Underwriter in connection with the offer and sale of the 2026 Bonds.

Section 12. E-Verify Covenant.

The Underwriter understands that (1) "E-Verify" is a federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and (2) Article 2 of Chapter 64 of the General Statutes of North Carolina, as amended (the "***E-Verify Statute***"), requires employers (as defined in the E-Verify Statute) to verify the work authorization of an employee (as defined in the E-Verify Statute) hired to work in the United States through E-Verify. The Underwriter and the Underwriter's subcontractors under this Agreement shall comply with the requirements of the E-Verify Statute.

Section 13. Establishment of Issue Price.

(a) [Except as otherwise set forth in Schedule I attached hereto,] [t]he Underwriter agrees to assist the City in establishing the issue price of the 2026 Bonds and shall execute and deliver to the City at Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, in a form approved by Bond Counsel.

(b) The City will treat the first price at which 10% of each maturity of the 2026 Bonds (the "***10% test***") is sold to the public as the issue price of that maturity. At or promptly after the execution of this Agreement, the Underwriter shall report to the City the price or prices at which the Underwriter has sold to the public each maturity of 2026 Bonds. For purposes of this Section, if 2026 Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the 2026 Bonds. [Note: only include the following if the Underwriter agrees to apply the hold-the-offering-price rule][If at that time the 10% test has not been satisfied as to any maturity of the 2026 Bonds, the Underwriter agrees to promptly report to the City the prices at which the unsold 2026 Bonds of that maturity have been sold by the Underwriter to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until either (i) all 2026 Bonds of that maturity have been sold or (ii) the 10% test has been satisfied as to the 2026 Bonds of that maturity, provided that, the Underwriter's reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the City or Bond Counsel.]

(c) [Note: only include the following subsection (c) if the Underwriter agrees to apply the hold-the-offering-price rule] [The Underwriter has offered the 2026 Bonds to the public on or before the date of this Agreement at the offering price or prices (the "***initial offering price***"), or at the corresponding yield or yields, set forth in Schedule I attached hereto, except as otherwise set forth therein. Schedule I also sets forth, as of the date of this Agreement, the maturities, if any, of the 2026 Bonds for which the 10% test has not been satisfied and for which the City and the Underwriter agrees that the restrictions set forth in the next sentence shall apply, which will allow the City to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "***hold-the-offering-price rule***"). So long as the hold-the-offering-price rule remains applicable to any maturity of the 2026 Bonds, the Underwriter will neither offer nor sell unsold 2026 Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(1) the close of the fifth (5^{th}) business day after the sale date; or

(2) the date on which the Underwriter has sold at least 10% of that maturity of the 2026 Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter will advise the City promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the 2026 Bonds to the public at a price that is no higher than the initial offering price to the public.]

(d) The Underwriter confirms that:

(i) any selling group agreement and each third-party distribution agreement relating to the initial sale of the 2026 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A)(i) to report the prices at which it sells to the public the unsold 2026 Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all 2026 Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% test has been satisfied as to the 2026 Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter, and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter and as set forth in the related pricing wires,

(B) to promptly notify the Underwriter of any sales of 2026 Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the 2026 Bonds to the public (each such term being used as defined below), and

(C) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

(ii) any selling group agreement relating to the initial sale of the 2026 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the 2026 Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold 2026 Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all 2026 Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter or dealer that the 10% test has been satisfied as to the 2026 Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter or dealer, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

(e) The City acknowledges that, in making the representations set forth in this Section, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the 2026 Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the 2026 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the 2026 Bonds, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the 2026 Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the 2026 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the 2026 Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The City further acknowledges that the Underwriter shall not be liable for the failure of any other Underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the 2026 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the 2026 Bonds.

(f) The Underwriter acknowledges that sales of any 2026 Bonds to any person that is a related party to an underwriter participating in the initial sale of the 2026 Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this Section. Further, for purposes of this Section:

(i) "public" means any person other than an underwriter or a related party,

(ii) "underwriter" means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the 2026 Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the 2026 Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the 2026 Bonds to the public),

(iii) a purchaser of any of the 2026 Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) "sale date" means the date of execution of this Agreement by all parties.

Section 14. Miscellaneous

(a) Any notice or other communication to be given hereunder may be given by mailing or delivering the same in writing as follows:

If to the Underwriter:	Raymond James & Associates, Inc. Attention: Public Finance 5820 Patterson Avenue, Suite 100 Richmond, Virginia 23226
If to the City:	City of Wilmington, North Carolina Attention: Director of Finance 929 N. Front Street Wilmington, North Carolina 28402
If to the LGC:	North Carolina Local Government Commission Attention: Secretary to the Commission 325 N. Salisbury Street Raleigh, North Carolina 27603-1388

(b) The City represents and warrants that there are no fees payable by it or on its behalf, other than as described in this Agreement, to any person or party for brokering or arranging (or providing any similar services related to) the transactions contemplated by this Agreement.

(c) This Agreement is governed by and is to be construed in accordance with the laws of the State without regard to conflict of law principles.

(d) The City acknowledges and agrees that (i) the purchase and sale of the 2026 Bonds pursuant to this Agreement is an arm's-length commercial transaction between the City and the Underwriter; (ii) in connection with such transaction, including the process leading thereto, the Underwriter is acting solely as a principal and not as an agent or a fiduciary of the City; (iii) the Underwriter has neither assumed an advisory or fiduciary responsibility in favor of the City with respect to the offering of the 2026 Bonds or the process leading thereto (whether or not the Underwriter, or any affiliate of the Underwriter, has advised or are currently advising the City on other matters) nor has it assumed any other obligation to the City except the obligations expressly set forth in this Agreement, (iv) the Underwriter has financial and other interests that differ from those of the City; and (v) the City has consulted with its own legal and financial advisors to the extent it deemed appropriate in connection with the offering of the 2026 Bonds.

(e) This Agreement will inure to the benefit of and be binding on the City, the Underwriter and the LGC and their respective successors and assigns, but will not confer any rights on any other person, partnership, association or corporation other than persons, if any, controlling the City and the Underwriter within the meaning of the Securities Act or the Exchange Act. The terms "successors" and "assigns" shall not include any purchaser of any Bond from the Underwriter merely because of such purchase.

(f) No covenant, condition or agreement contained herein shall be deemed to be a covenant, agreement or obligation of a present or future member, officer, employee or agent of the City or the LGC in such person's individual capacity, and no officer, member, employee or agent of the City or the LGC shall be liable personally for the performance of any obligation under this Agreement. No recourse shall be had by the Underwriter for any claim based on this Agreement or otherwise against any officer, member, employee or agent of the City or the LGC in his or her individual capacity, provided such person acts in good faith, all such liabilities, if any, being hereby expressly waived and released by the Underwriter.

(g) Section headings in this Agreement are a matter of convenience of reference only, and such section headings are not part of this Agreement and shall not be used in the interpretation of any provisions of this Agreement. Terms of any gender used herein shall include the masculine, feminine and neuter.

(h) If any provision of this Agreement is held or deemed to be or is, in fact, invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions for any other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

(i) Notwithstanding any provision herein to the contrary, the Underwriter, in its sole discretion, may waive the performance of any and all obligations of the City hereunder and the performance of any and all conditions contained herein for the Underwriter's benefit, and the Underwriter's approval when required hereunder or the determination of their satisfaction as to any document referred to herein shall be in writing signed by an appropriate officer or officers of the Underwriter, on the Underwriter's behalf, and delivered to the City.

(j) This Agreement is the entire agreement of the parties, superseding all prior agreements, and may not be modified except in writing signed by the parties hereto.

(k) This Agreement shall become effective on the acceptance of the City and the LGC. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. An executed copy of this Agreement delivered by electronic means will be deemed to have the same legal effect as delivery of a manual signed copy of this Agreement. This Agreement and related documents may be sent and stored by electronic means.

[Counterpart Signature Page to City of Wilmington 2026 Storm Water Bond Purchase Agreement]

RAYMOND JAMES & ASSOCIATES, INC.

By: ______________________________
Sean E. Ekiert
Managing Director

[Signatures Continued on Following Pages]

[Counterpart Signature Page to City of Wilmington 2026 Storm Water Bond Purchase Agreement]

Accepted and agreed to:

CITY OF WILMINGTON, NORTH CAROLINA

By:______________________________________
Anthony N. Caudle
City Manager

[Signatures Continued on Following Page]

[Counterpart Signature Page to City of Wilmington 2026 Storm Water Bond Purchase Agreement]

LOCAL GOVERNMENT COMMISSION
OF NORTH CAROLINA

By:____________________________________
Jennifer Wimmer, Secretary

Exhibit A

RATE AND MATURITY SCHEDULE

2026 BONDS

AMOUNTS, MATURITIES, INTEREST RATES AND PRICES OR YIELDS

$______ Serial Bonds due June 1, as follows:

Due	Amount	Interest Rate	Yield	CUSIP	Due	Amount	Interest Rate	Yield	CUSIP

$_____ ____% Term Bonds due June 1, 20__ - Priced at _____% to yield _____% CUSIP 971724___

† Yield to first optional redemption date of June 1, 20__.

Principal on the 2026 Bonds is payable on June 1 and interest is payable on June 1 and December 1, beginning December 1, 2026.