

**AMENDMENT NUMBER SEVEN
TO THE INSTALLMENT FINANCING CONTRACT**

THIS AMENDMENT NUMBER SEVEN TO THE INSTALLMENT FINANCING CONTRACT dated as of May 1, 2026, by and between **WILMINGTON FUTURE, INC.** (the "*Corporation*"), a nonprofit corporation duly created and existing under the laws of the State of North Carolina, and the **CITY OF WILMINGTON, NORTH CAROLINA**, a municipal corporation duly organized under the laws of the State of North Carolina (the "*City*"), amending an Installment Financing Contract dated as of June 15, 2012 (the "*2012 Contract*"), as previously amended by Amendment Number One to the Installment Financing Contract dated as of June 1, 2015 (the "*First Amendment*"), Amendment Number Two to the Installment Financing Contract dated as of May 1, 2020 (the "*Second Amendment*"), Amendment Number Three to the Installment Financing Contract dated as of May 1, 2021 (the "*Third Amendment*"), Amendment Number Four to the Installment Financing Contract dated as of May 1, 2023 (the "*Fourth Amendment*"), Amendment Number Five to the Installment Financing Contract dated as of July 1, 2023 (the "*Fifth Amendment*"), and Amendment Number Six to the Installment Financing Contract dated as of May 1, 2024 (the "*Sixth Amendment*" and together with the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, and the Fifth Amendment, the "*Prior Amendments*"), each between the Corporation and the City;

WITNESSETH:

WHEREAS, the Corporation and the City entered into the 2012 Contract and the Prior Amendments for the purposes outlined therein;

WHEREAS, the Corporation has previously executed and delivered:

(1) \$30,695,000 Refunding Limited Obligation Bonds (City of Wilmington, North Carolina), Series 2012 (the "*2012 Bonds*"), Evidencing Proportionate Undivided Interests in Rights to Receive Certain Revenues under the 2012 Contract, none of which remain outstanding, executed and delivered under an Indenture of Trust dated as of June 15, 2012 (the "*2012 Indenture*") between the Corporation and U.S. Bank National Association, the successor to which is U.S. Bank Trust Company, National Association, as trustee (the "*Trustee*");

(2) \$16,130,000 Limited Obligation Bonds, Series 2015A (the "*2015A Bonds*"), \$9,740,000 of which remains outstanding, and \$4,610,000 Taxable Limited Obligation Bonds, Series 2015B (the "*2015B Bonds*"), none of which remain outstanding, each Evidencing Proportionate Undivided Interests in Rights to Receive Certain Revenues under the 2012 Contract and the First Amendment, under the 2012 Indenture and Supplemental Indenture, Number 1 dated as of June 1, 2015 (the "*First Supplement*"), between the Corporation and U.S. Bank National Association, the successor to which is the Trustee;

(3) \$9,470,000 Limited Obligation Bonds, Series 2020B (the "*2020B Bonds*"), \$7,105,000 of which remains outstanding, Evidencing Proportionate Undivided Interests in Rights to Receive Certain Revenues under the 2012 Contract and the Second Amendment, under the 2012 Indenture and Supplemental Indenture, Number 2 dated as of May 1, 2020 (the "*Second Supplement*"), between the Corporation and U.S. Bank National Association, the successor to which is the Trustee;

(4) \$6,430,000 Limited Obligation Bonds, Series 2021A (the "*2021A Bonds*"), \$5,955,000 of which remains outstanding, and \$12,760,000 Taxable Limited Obligation Bonds, Series 2021B (the "*2021B Bonds*"), \$5,780,000 of which remains outstanding, each Evidencing Proportionate Undivided Interests in Rights to Receive Certain Revenues under the 2012 Contract and the Third Amendment, under the 2012

Indenture and Supplemental Indenture, Number 3 dated as of May 1, 2021 (the “*Third Supplement*”), between the Corporation and U.S. Bank National Association, the successor to which is the Trustee;

(5) \$23,980,000 Limited Obligation Bonds, Series 2023A (the “*2023A Bonds*”), \$21,580,000 of which remains outstanding, Evidencing Proportionate Undivided Interests in Rights to Receive Certain Revenues under the 2012 Contract and the Fourth Amendment, under the 2012 Indenture and Supplemental Indenture, Number 4 dated as of May 1, 2023 (the “*Fourth Supplement*”), between the Corporation and the Trustee;

(6) a \$23,800,000 Variable Rate Limited Obligation Bond, Series 2023B (the “*2023B Bond*”), \$3,427,210 of which remains outstanding, \$10,200,000 Taxable Limited Obligation Bonds, Series 2023C (the “*2023C Bonds*”), all of which remain outstanding, and \$30,090,000 Limited Obligation Bonds, Series 2023D (the “*2023D Bonds*”), all of which remain outstanding, each Evidencing Proportionate Undivided Interests in Rights to Receive Certain Revenues under the 2012 Contract and the Fifth Amendment, under the 2012 Indenture and Supplemental Indenture, Number 5 dated as of July 1, 2023 (the “*Fifth Supplement*”), between the Corporation and the Trustee; and

(7) \$28,890,000 Limited Obligation Bonds, Series 2024 (the “*2024 Bonds*”), \$26,630,000 of which remains outstanding, Evidencing Proportionate Undivided Interests in Rights to Receive Certain Revenues under the 2012 Contract and the Sixth Amendment, under the 2012 Indenture and Supplemental Indenture, Number 6 dated as of May 1, 2024 (the “*Sixth Supplement*”), between the Corporation and the Trustee;

WHEREAS, under the 2012 Indenture, Additional Bonds (as defined therein) may be executed and delivered in order to pay the (1) cost of acquiring, constructing, renovating and equipping other facilities or acquiring equipment and other capital assets for utilization by the City for public purposes; (2) cost of refunding of all or any portion of the Bonds then Outstanding or any other installment financing obligations of the City; (3) costs of funding a reserve fund for any series of the Bonds for which one may be required and (4) Costs of Issuance (as defined therein) relating to the execution, delivery and sale of the Additional Bonds;

WHEREAS, to pay the cost of acquiring, constructing, renovating and equipping facilities and acquiring equipment and other capital assets for utilization by the City for public purposes, the City wishes to further amend the 2012 Contract as permitted under Section 9.04 of the 2012 Indenture;

NOW, THEREFORE, THIS AMENDMENT NUMBER SEVEN TO THE INSTALLMENT FINANCING CONTRACT WITNESSETH:

Section 1. Definitions. Capitalized, undefined terms used herein have the meaning assigned to them in the 2012 Contract, as previously amended; the 2012 Indenture, as previously supplemented; and the Seventh Supplement. In addition, the following words and terms used herein have the meanings set forth below:

“*Refunded Projects (2015A Bonds)*” means the 2015 Projects financed from the proceeds of the 2015A Bonds.

“*Refunded Projects (2016 Bonds)*” means the projects refinanced from the proceeds of the Corporation’s Limited Obligation Refunding Bonds, Series 2016, executed and delivered in the original principal amount of \$48,940,000, as set forth in the Installment Purchase Contract dated as of June 1, 2005, as previously amended, and as further amended by Amendment Number Four to the Installment Purchase Contract, dated as of May 1, 2016, each between the Corporation and the City.

“*Seventh Amendment*” means this Amendment Number Seven to the Installment Financing Contract dated as of May 1, 2026, between the Corporation and the City and any amendments or supplements thereto, including Payment Schedule attached hereto, amending the 2012 Contract.

“*Seventh Supplement*” means Supplemental Indenture, Number 7 dated as of May 1, 2026, between the Corporation and the Trustee and any amendments or supplements thereto, supplementing and amending the 2012 Indenture.

“*2026 Projects*” means (a) the acquisition, construction, and equipping of a new park maintenance complex, together with related site development and appurtenant improvements thereto, (b) the acquisition of radio communication equipment for various City departments, (c) street, sidewalk, accessibility, and streetscape improvements, and (d) improvements to Water Street Park.

Section 2. Amendments to the 2012 Contract.

(a) The definitions of the following words in the 2012 Contract are replaced with the following definitions:

“*Contract*” means, collectively, the 2012 Contract, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, and the Seventh Amendment.

“*Installment Payments*” means those payments made by the City to the Corporation as described in Article III and in the Payment Schedule attached to the Seventh Amendment.

“*Projects*” means the Prior Projects, the 2015 Projects, the Water Street Parking Deck, the Public Safety Training Facility and Firing Range, the 2021 Projects, the 2023A Projects, the 2023BCD Project, the 2024 Projects, the 2026 Projects, the Refunded Projects (2015A Bonds), the Refunded Projects (2016 Bonds), and any other projects financed or refinanced with Additional Bonds.

“*Purchase Price*” means the amount of \$[_____] advanced by the Corporation to enable the City to finance and refinance the Projects under the terms of the Contract, as such price may be adjusted in connection with the execution and delivery of Additional Bonds under Section 2.11 of the 2012 Indenture.

(b) Section 3.5 of the Contract is deleted in its entirety and replaced with the following paragraph:

“(a) If the City has performed all of its obligations under this Contract, then it shall have the option to prepay or provide for the prepayment of the Purchase Price applicable to the 2012 Bonds on any date on or after June 1, 2022, in full or in part in the amount of \$5,000 or any integral multiple thereof on 45 days’ notice to the Trustee, at a prepayment price equal to the then applicable prepayment price of the 2012 Bonds, plus accrued interest to the prepayment date.

(b) If the City has performed all of its obligations under this Contract, then it shall have the option to prepay or provide for the prepayment of the Purchase Price applicable to the 2015 Bonds on any date on or after June 1, 2025, in full or in part in the

amount of \$5,000 or any integral multiple thereof on 45 days' notice to the Trustee, at a prepayment price equal to the then applicable prepayment price of the 2015 Bonds, plus accrued interest to the prepayment date.

(c) If the City has performed all of its obligations under this Contract, then it shall have the option to prepay or provide for the prepayment of the Purchase Price applicable to the 2020B Bonds on any date on or after June 1, 2030, in full or in part in the amount of \$5,000 or any integral multiple thereof on 45 days' notice to the Trustee, at a prepayment price equal to the then applicable prepayment price of the 2020B Bonds, plus accrued interest to the prepayment date.

(d) If the City has performed all of its obligations under this Contract, then it shall have the option to prepay or provide for the prepayment of the Purchase Price applicable to the 2021A Bonds on any date on or after June 1, 2031, in full or in part in the amount of \$5,000 or any integral multiple thereof on 45 days' notice to the Trustee, at a prepayment price equal to the then applicable prepayment price of the 2021A Bonds, plus accrued interest to the prepayment date.

(e) If the City has performed all of its obligations under this Contract, then it shall have the option to prepay or provide for the prepayment of the Purchase Price applicable to the 2023A Bonds on any date on or after June 1, 2033, in full or in part in the amount of \$5,000 or any integral multiple thereof on 45 days' notice to the Trustee, at a prepayment price equal to the then applicable prepayment price of the 2023A Bonds, plus accrued interest to the prepayment date.

(f) If the City has performed all of its obligations under this Contract, then it shall have the option to prepay or provide for the prepayment of the Purchase Price applicable to the 2023B Bond on any U.S. Government Securities Business Day (as defined in the Fifth Supplement), in full or in part, on 45 days' notice to the Trustee, at a prepayment price equal to the then applicable prepayment price of the 2023B Bond, plus accrued interest to the prepayment date.

(g) If the City has performed all of its obligations under this Contract, then it shall have the option to prepay or provide for the prepayment of the Purchase Price applicable to the 2023D Bonds on any date on or after September 1, 2033, in full or in part in the amount of \$5,000 or any integral multiple thereof on 45 days' notice to the Trustee, at a prepayment price equal to the then applicable prepayment price of the 2023D Bonds, plus accrued interest to the prepayment date.

(h) If the City has performed all of its obligations under this Contract, then it shall have the option to prepay or provide for the prepayment of the Purchase Price applicable to the 2024 Bonds on any date on or after June 1, 2034, in full or in part in the amount of \$5,000 or any integral multiple thereof on 45 days' notice to the Trustee, at a prepayment price equal to the then applicable prepayment price of the 2024 Bonds, plus accrued interest to the prepayment date.

(i) If the City has performed all of its obligations under this Contract, then it shall have the option to prepay or provide for the prepayment of the Purchase Price applicable to the 2026 Bonds on any date on or after June 1, 20[36], in full or in part in the amount of \$5,000 or any integral multiple thereof on 45 days' notice to the Trustee, at a prepayment price equal to the then applicable prepayment price of the 2026 Bonds, plus accrued interest to the prepayment date.

(j) If the Purchase Price is partially prepaid, then the Trustee shall recalculate the Payment Schedule as necessary in the manner required by Section 3.07 of the Indenture.”

Section 3. Funds The Corporation will cause the proceeds from the 2026 Bonds to be applied and deposited as set forth in Section 4.2 of the Seventh Supplement. The Trustee shall disburse any money held in the 2026 Bonds Account of the Acquisition and Construction Fund for payment of Costs of Acquisition and Construction relating to the 2026 Projects and Costs of Issuance relating to the 2026 Bonds on receipt of written requisition in the form set forth in Exhibit A attached hereto.

Section 4. Payment Schedule The Payment Schedule attached to the Fifth Amendment is replaced by the Payment Schedule attached hereto, and after the date of this Seventh Amendment, the City agrees to make all Installment Payments in the amounts and at the times shown in the Payment Schedule attached hereto.

Section 5. Continuing Disclosure Obligation. With respect to the 2026 Bonds, the City agrees, in accordance with Rule 15c2-12 (the “Rule”) promulgated by the U.S. Securities and Exchange Commission (the “SEC”), to provide to the Municipal Securities Rulemaking Board (the “MSRB”):

(1) by not later than seven months after the end of each Fiscal Year, beginning with the Fiscal Year ending June 30, 2026, the audited financial statements of the City for the such Fiscal Year, if available, prepared in accordance with Section 159-34 of the General Statutes of North Carolina, as it may be amended from time to time, or any successor statute, or if such audited financial statements are not then available, unaudited financial statements of the City for such Fiscal Year to be replaced subsequently by audited financial statements of the City to be delivered within 15 days after such audited financial statements become available for distribution;

(2) by not later than seven months after the end of each Fiscal Year, beginning with the Fiscal Year ending June 30, 2026, the financial and statistical data as of a date not earlier than the end of the preceding Fiscal Year for the type of information included in the tables under the captions “**THE CITY - Debt Information**” and “**- Tax Information**” (including subheadings thereunder) in the Official Statement dated April [22], 2026 with respect to the 2026 Bonds (excluding any information on overlapping or underlying units), to the extent such items are not included in the audited financial statements referred to in paragraph (1) above;

(3) in a timely manner not in excess of 10 Business Days after the occurrence of the event, notice of any of the following events with respect to the 2026 Bonds:

(A) principal and interest payment delinquencies;

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

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

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

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

(F) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the 2026 Bonds or other material events affecting the tax status of the 2026 Bonds;

(G) modification of the rights of the Beneficial Owners of the 2023 Bonds, if material;

(H) call of any of the 2026 Bonds for prepayment, [other than mandatory sinking fund prepayments,] if material, and tender offers;

(I) defeasance of any of the 2026 Bonds;

(J) release, substitution or sale of any property securing repayment of the 2026 Bonds, if material;

(K) rating changes;

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

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

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

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

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

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

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

All documents provided to the MSRB as described above are to be provided in an electronic format as prescribed by the MSRB and accompanied by identifying information as prescribed by the MSRB. The

City may discharge its undertaking described above by transmitting those documents or notices in a manner subsequently required by the SEC in lieu of the manner described above.

The City agrees that its undertaking under this Section is intended to be for the benefit of the Owners and the beneficial owners of the 2026 Bonds and is enforceable by the Trustee or by any of them, including an action for specific performance of the City's obligations under this Section, but a failure to comply will not be an event of default under Section 12.1 of the 2012 Contract and will not result in acceleration of the Installment Payments. An action must be instituted, had and maintained in the manner provided in this paragraph for the benefit of all of the Owners and beneficial owners of the 2026 Bonds.

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

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

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

(3) any such modification does not materially impair the interest of the Owners or the beneficial owners, as determined by nationally recognized bond counsel or by the approving vote of the Owners of a majority in principal amount of the Outstanding Bonds under Section 9.02 of the Indenture.

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

The provisions of this Section related to each series of the 2026 Bonds terminate on payment, or provision having been made for payment in a manner consistent with the Rule, in full of the principal of and interest with respect to such series of 2026 Bonds.

Section 6. Representations, Warranties and Covenants of the City and the Corporation. The City hereby represents and warrants that the representations, warranties and covenants in Section 8.1 of the 2012 Contract are true and correct as of the date of the execution and delivery of this Seventh Amendment as if made on the date of the execution and delivery of this Seventh Amendment. The Corporation hereby represents and warrants that the representations and warranties in Section 8.2 of the 2012 Contract are true and correct as of the date of the execution and delivery of this Seventh Amendment as if made on the date of the execution and delivery of this Seventh Amendment.

Section 7. Arbitrage and Tax Covenants. With respect to the 2026 Bonds, the City covenants that it will not take or permit, or omit to take or cause to be taken, any action that would adversely affect the exclusion from gross income of the recipient thereof for federal income tax purposes of that portion of the interest components of the Installment Payments intended as of the date hereof to be excluded from gross income of the recipient thereof for federal income tax purpose and, if it should take or permit, or omit to take or cause to be taken, any such action, the City will take or cause to be taken all lawful actions within its power necessary to rescind or correct such actions or omissions promptly upon having knowledge thereof. The City acknowledges that the continued exclusion of that portion of the interest on the interest

component of the Installment Payments from the Owner's gross income for federal income tax purposes intended as of the date hereof to be excluded from gross income of the recipient thereof for federal income tax purpose depends, in part, on compliance with the arbitrage limitations imposed by Section 148 of the Code.

The City covenants that it will comply with all the requirements of Section 148 of the Code, including the rebate requirements, and that it will not permit at any time any of the proceeds of the 2026 Bonds or other funds under its control or under any fund created in the Indenture to be used, directly or indirectly, to acquire any asset or obligation, the acquisition of which would cause the 2026 Bonds to be "*arbitrage bonds*" for purposes of Section 148 of the Code. The City covenants that it will comply and will direct the Trustee to comply with the investment instructions in the Tax Certificate with respect to the 2026 Bonds.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

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

WILMINGTON FUTURE, INC.

By: _____
Clayton Roberts
President

ATTEST:

Michelle Barber
Secretary/Treasurer

[SIGNATURES CONTINUED ON FOLLOWING PAGES]

[COUNTERPART SIGNATURE PAGE TO AMENDMENT NUMBER SEVEN TO THE
INSTALLMENT FINANCING CONTRACT BETWEEN
WILMINGTON FUTURE, INC. AND THE CITY OF WILMINGTON, NORTH CAROLINA]

CITY OF WILMINGTON, NORTH CAROLINA

[SEAL]

By: _____
Becky Hawke
City Manager

ATTEST:

Penelope Spicer-Sidbury
City Clerk

[SIGNATURES CONTINUED ON FOLLOWING PAGES]

[COUNTERPART SIGNATURE PAGE TO AMENDMENT NUMBER SEVEN TO THE
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WILMINGTON FUTURE, INC. AND THE CITY OF WILMINGTON, NORTH CAROLINA]

Consented to and Accepted:

**U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION**, as Trustee

By: _____
Shawna L. Hale
Vice President

[SIGNATURES CONTINUED ON THE FOLLOWING PAGE]

[COUNTERPART SIGNATURE PAGE TO AMENDMENT NUMBER SEVEN TO THE
INSTALLMENT FINANCING CONTRACT BETWEEN
WILMINGTON FUTURE, INC. AND THE CITY OF WILMINGTON, NORTH CAROLINA]

This Contract Amendment has been approved
under the provisions of the North Carolina
General Statutes, § 159-152.

By: _____
Jennifer Wimmer
Deputy Secretary of the Local Government Commission

INSTALLMENT PAYMENT SCHEDULE – 2015A BONDS [REMOVE IF ALL REFUNDED]

DATE	PRINCIPAL COMPONENT	INTEREST COMPONENT	TOTAL PAYMENT
05/26/2026	\$ 1,100,000.00	\$ 188,118.75	\$ 1,288,118.75
11/25/2026		160,618.75	160,618.75
05/26/2027	1,020,000.00	160,618.75	1,180,618.75
11/25/2027		135,118.75	135,118.75
05/26/2028	955,000.00	135,118.75	1,090,118.75
11/25/2028		119,600.00	119,600.00
05/26/2029	955,000.00	119,600.00	1,074,600.00
11/25/2029		104,081.25	104,081.25
05/26/2030	955,000.00	104,081.25	1,059,081.25
11/25/2030		87,368.75	87,368.75
05/26/2031	955,000.00	87,368.75	1,042,368.75
11/25/2031		70,656.25	70,656.25
05/26/2032	950,000.00	70,656.25	1,020,656.25
11/25/2032		53,437.50	53,437.50
05/26/2033	950,000.00	53,437.50	1,003,437.50
11/25/2033		35,625.000	35,625.000
05/26/2034	950,000.00	35,625.000	985,625.00
11/25/2034		17,812.50	17,812.50
05/26/2035	950,000.00	17,812.50	967,812.50
TOTAL	\$9,740,000.00	\$1,756,756.25	\$11,496,756.25

INSTALLMENT PAYMENT SCHEDULE – 2020B BONDS

DATE	PRINCIPAL COMPONENT	INTEREST COMPONENT	TOTAL PAYMENT
05/25/26	\$ 475,000.00	\$ 155,756.25	\$ 630,756.25
11/25/26		143,881.25	143,881.25
05/25/27	475,000.00	143,881.25	618,881.25
11/25/27		132,006.25	132,006.25
05/25/28	475,000.00	132,006.25	607,006.25
11/25/28		120,131.25	120,131.25
05/25/29	475,000.00	120,131.25	595,131.25
11/25/29		108,256.25	108,256.25
05/25/30	475,000.00	108,256.25	583,256.25
11/25/30		96,381.25	96,381.25
05/25/31	475,000.00	96,381.25	571,381.25
11/25/31		92,225.00	92,225.00
05/25/32	475,000.00	92,225.00	567,225.00
11/25/32		80,350.00	80,350.00
05/25/33	475,000.00	80,350.00	555,350.00
11/25/33		68,475.00	68,475.00
05/25/34	475,000.00	68,475.00	543,475.00
11/25/34		56,600.00	56,600.00
05/25/35	475,000.00	56,600.00	531,600.00
11/25/35		47,100.00	47,100.00
05/25/36	475,000.00	47,100.00	522,100.00
11/25/36		37,600.00	37,600.00
05/25/37	470,000.00	37,600.00	507,600.00
11/25/37		28,200.00	28,200.00
05/25/38	470,000.00	28,200.00	498,200.00
11/25/38		18,800.00	18,800.00
05/25/39	470,000.00	18,800.00	488,800.00
11/25/39		9,400.00	9,400.00
05/25/40	470,000.00	9,400.00	479,400.00
TOTAL	\$7,105,000.00	\$2,234,568.75	\$9,339,568.75

INSTALLMENT PAYMENT SCHEDULE – 2021A BONDS

DATE	PRINCIPAL COMPONENT	INTEREST COMPONENT	TOTAL PAYMENT
05/25/26	\$ 375,000.00	\$ 98,675.00	\$ 473,675.00
11/25/26		93,050.00	93,050.00
05/25/27	375,000.00	93,050.00	468,050.00
11/25/27		87,425.00	87,425.00
05/25/28	375,000.00	87,425.00	462,425.00
11/25/28		81,800.00	81,800.00
05/25/29	375,000.00	81,800.00	456,800.00
11/25/29		74,300.00	74,300.00
05/25/30	375,000.00	74,300.00	449,300.00
11/25/30		66,800.00	66,800.00
05/25/31	375,000.00	66,800.00	441,800.00
11/25/31		59,300.00	59,300.00
05/25/32	375,000.00	59,300.00	434,300.00
11/25/32		51,800.00	51,800.00
05/25/33	370,000.00	51,800.00	421,800.00
11/25/33		44,400.00	44,400.00
05/25/34	370,000.00	44,400.00	414,400.00
11/25/34		38,850.00	38,850.00
05/25/35	370,000.00	38,850.00	408,850.00
11/25/35		33,300.00	33,300.00
05/25/36	370,000.00	33,300.00	403,300.00
11/25/36		27,750.00	27,750.00
05/25/37	370,000.00	27,750.00	397,750.00
11/25/37		22,200.00	22,200.00
05/25/38	370,000.00	22,200.00	392,200.00
11/25/38		16,650.00	16,650.00
05/25/39	370,000.00	16,650.00	386,650.00
11/25/39		11,100.00	11,100.00
05/25/40	370,000.00	11,100.00	381,100.00
11/25/40		5,550.00	5,550.00
05/25/41	370,000.00	5,550.00	375,550.00
TOTAL	\$5,955,000.00	\$1,527,225.00	\$7,482,225.00

INSTALLMENT PAYMENT SCHEDULE – 2021B BONDS

DATE	PRINCIPAL COMPONENT	INTEREST COMPONENT	TOTAL PAYMENT
05/25/26	\$1,695,000.00	\$ 43,412.00	\$1,738,412.00
11/25/26		33,835.25	33,835.25
05/25/27	1,640,000.00	33,835.25	1,673,835.25
11/25/27		21,699.25	21,699.25
05/25/28	1,595,000.00	21,699.25	1,616,699.25
11/25/28		8,301.25	8,301.25
05/25/29	435,000.00	8,301.25	443,301.25
11/25/29		4,212.25	4,212.25
05/25/30	415,000.00	4,212.25	419,212.25
TOTAL	\$5,780,000.00	\$179,508.00	\$5,959,508.00

INSTALLMENT PAYMENT SCHEDULE – 2023A BONDS

INSTALLMENT PAYMENT DATE (*AT LEAST FIVE BUSINESS DAYS PRIOR TO EACH DATE BELOW)	PRINCIPAL COMPONENT	INTEREST COMPONENT	TOTAL INSTALLMENT PAYMENT
06/01/26	\$ 1,200,000.00	\$ 539,500.00	\$ 1,739,500.00
12/01/26		509,500.00	509,500.00
06/01/27	1,200,000.00	509,500.00	1,709,500.00
12/01/27		479,500.00	479,500.00
06/01/28	1,200,000.00	479,500.00	1,679,500.00
12/01/28		449,500.00	449,500.00
06/01/29	1,200,000.00	449,500.00	1,649,500.00
12/01/29		419,500.00	419,500.00
06/01/30	1,200,000.00	419,500.00	1,619,500.00
12/01/30		389,500.00	389,500.00
06/01/31	1,200,000.00	389,500.00	1,589,500.00
12/01/31		359,500.00	359,500.00
06/01/32	1,200,000.00	359,500.00	1,559,500.00
12/01/32		329,500.00	329,500.00
06/01/33	1,200,000.00	329,500.00	1,529,500.00
12/01/33		299,500.00	299,500.00
06/01/34	1,200,000.00	299,500.00	1,499,500.00
12/01/34		269,500.00	269,500.00
06/01/35	1,200,000.00	269,500.00	1,469,500.00
12/01/35		239,500.00	239,500.00
06/01/36	1,200,000.00	239,500.00	1,439,500.00
12/01/36		209,500.00	209,500.00
06/01/37	1,200,000.00	209,500.00	1,409,500.00
12/01/37		179,500.00	179,500.00
06/01/38	1,200,000.00	179,500.00	1,379,500.00
12/01/38		149,500.00	149,500.00
06/01/39	1,200,000.00	149,500.00	1,349,500.00
12/01/39		119,500.00	119,500.00
06/01/40	1,195,000.00	119,500.00	1,314,500.00
12/01/40		89,625.00	89,625.00
06/01/41	1,195,000.00	89,625.00	1,284,625.00
12/01/41		59,750.00	59,750.00
06/01/42	1,195,000.00	59,750.00	1,254,750.00
12/01/42		29,875.00	29,875.00
06/01/43	1,195,000.00	29,875.00	1,224,875.00
TOTAL	\$21,580,000.00	\$9,704,000.00	\$31,284,000.00

INSTALLMENT PAYMENT SCHEDULE – 2023B BOND

Installment Payments made by the City in amounts sufficient to permit the Trustee to make payments of interest and principal on the 2023B Bond on the dates required by the Fifth Supplement.

INSTALLMENT PAYMENT SCHEDULE – 2023C BONDS

INSTALLMENT PAYMENT DATE (*AT LEAST FIVE BUSINESS DAYS PRIOR TO EACH DATE BELOW)	PRINCIPAL COMPONENT	INTEREST COMPONENT	TOTAL INSTALLMENT PAYMENT
09/01/26		\$ 244,137.00	\$ 244,137.00
03/01/27		244,137.00	244,137.00
09/01/27		244,137.00	244,137.00
03/01/28		244,137.00	244,137.00
09/01/28		244,137.00	244,137.00
03/01/29		244,137.00	244,137.00
09/01/29		244,137.00	244,137.00
03/01/30		244,137.00	244,137.00
09/01/30		244,137.00	244,137.00
03/01/31		244,137.00	244,137.00
09/01/31	\$ 3,400,000.00	244,137.00	3,644,137.00
03/01/32		163,608.00	163,608.00
09/01/32	3,400,000.00	163,608.00	3,563,608.00
03/01/33		82,229.00	82,229.00
09/01/33	3,400,000.00	82,229.00	3,482,229.00
TOTAL	\$10,200,000.00	\$3,177,181.00	\$13,377,181.00

INSTALLMENT PAYMENT SCHEDULE – 2023D BONDS

INSTALLMENT PAYMENT DATE (*AT LEAST FIVE BUSINESS DAYS PRIOR TO EACH DATE BELOW)	PRINCIPAL COMPONENT	INTEREST COMPONENT	TOTAL INSTALLMENT PAYMENT
09/01/26		\$ 752,250.00	\$ 752,250.00
03/01/27		752,250.00	752,250.00
09/01/27		752,250.00	752,250.00
03/01/28		752,250.00	752,250.00
09/01/28		752,250.00	752,250.00
03/01/29		752,250.00	752,250.00
09/01/29		752,250.00	752,250.00
03/01/30		752,250.00	752,250.00
09/01/30		752,250.00	752,250.00
03/01/31		752,250.00	752,250.00
09/01/31		752,250.00	752,250.00
03/01/32		752,250.00	752,250.00
09/01/32		752,250.00	752,250.00
03/01/33		752,250.00	752,250.00
09/01/33		752,250.00	752,250.00
03/01/34		752,250.00	752,250.00
09/01/34	\$ 3,010,000.00	752,250.00	3,762,250.00
03/01/35		677,000.00	677,000.00
09/01/35	3,010,000.00	677,000.00	3,687,000.00
03/01/36		601,750.00	601,750.00
09/01/36	3,010,000.00	601,750.00	3,611,750.00
03/01/37		526,500.00	526,500.00
09/01/37	3,010,000.00	526,500.00	3,536,500.00
03/01/38		451,250.00	451,250.00
09/01/38	3,010,000.00	451,250.00	3,461,250.00
03/01/39		376,000.00	376,000.00
09/01/39	3,010,000.00	376,000.00	3,386,000.00
03/01/40		300,750.00	300,750.00
09/01/40	3,010,000.00	300,750.00	3,310,750.00
03/01/41		225,500.00	225,500.00
09/01/41	3,010,000.00	225,500.00	3,235,500.00
03/01/42		150,250.00	150,250.00
09/01/42	3,005,000.00	150,250.00	3,155,250.00
03/01/43		75,125.00	75,125.00
09/01/43	3,005,000.00	75,125.00	3,080,125.00
TOTAL	\$30,090,000.00	\$19,556,500.00	\$49,646,500.00

INSTALLMENT PAYMENT SCHEDULE – 2024 BONDS

INSTALLMENT PAYMENT DATE (*AT LEAST FIVE BUSINESS DAYS PRIOR TO EACH DATE BELOW)	PRINCIPAL COMPONENT	INTEREST COMPONENT	TOTAL INSTALLMENT PAYMENT
06/01/26	\$ 2,215,000.00	\$ 665,750.00	\$ 2,880,750.00
12/01/26		610,375.00	610,375.00
06/01/27	2,215,000.00	610,375.00	2,825,375.00
12/01/27		555,000.00	555,000.00
06/01/28	2,210,000.00	555,000.00	2,765,000.00
12/01/28		499,750.00	499,750.00
06/01/29	2,210,000.00	499,750.00	2,709,750.00
12/01/29		444,500.00	444,500.00
06/01/30	2,210,000.00	444,500.00	2,654,500.00
12/01/30		389,250.00	389,250.00
06/01/31	2,210,000.00	389,250.00	2,599,250.00
12/01/31		334,000.00	334,000.00
06/01/32	2,200,000.00	334,000.00	2,534,000.00
12/01/32		279,000.00	279,000.00
06/01/33	930,000.00	279,000.00	1,209,000.00
12/01/33		255,750.00	255,750.00
06/01/34	930,000.00	255,750.00	1,185,750.00
12/01/34		232,500.00	232,500.00
06/01/35	930,000.00	232,500.00	1,162,500.00
12/01/35		209,250.00	209,250.00
06/01/36	930,000.00	209,250.00	1,139,250.00
12/01/36		186,000.00	186,000.00
06/01/37	930,000.00	186,000.00	1,116,000.00
12/01/37		162,750.00	162,750.00
06/01/38	930,000.00	162,750.00	1,092,750.00
12/01/38		139,500.00	139,500.00
06/01/39	930,000.00	139,500.00	1,069,500.00
12/01/39		116,250.00	116,250.00
06/01/40	930,000.00	116,250.00	1,046,250.00
12/01/40		93,000.00	93,000.00
06/01/41	930,000.00	93,000.00	1,023,000.00
12/01/41		69,750.00	69,750.00
06/01/42	930,000.00	69,750.00	999,750.00
12/01/42		46,500.00	46,500.00
06/01/43	930,000.00	46,500.00	976,500.00
12/01/43		23,250.00	23,250.00
06/01/44	930,000.00	23,250.00	953,250.00
TOTAL	\$26,630,000.00	\$9,958,500.00	\$36,588,500.00

INSTALLMENT PAYMENT SCHEDULE – 2026 BONDS

INSTALLMENT PAYMENT DATE (*AT LEAST FIVE BUSINESS DAYS PRIOR TO EACH DATE BELOW)	PRINCIPAL COMPONENT	INTEREST COMPONENT	TOTAL INSTALLMENT PAYMENT
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EXHIBIT A

**FORM OF REQUISITION
ACQUISITION AND CONSTRUCTION FUND**

U.S. Bank Trust Company, National Association
214 North Tryon Street, 27th Floor
Charlotte, North Carolina 28202-1078 CN-NC-H27A
Attention: Corporate Trust Services

Re: Direction to Make Disbursements from the 2026 Bonds Account of the Acquisition and Construction Fund

Ladies and Gentlemen:

Pursuant to Section 4.2 of Supplemental Indenture, Number 7 dated as of May 1, 2026 (the "*Seventh Supplement*") between Wilmington Future, Inc. (the "*Corporation*") and U.S. Bank Trust Company, National Association, as trustee (the "*Trustee*"), supplementing the Indenture of Trust dated as of June 15, 2012, between the Corporation and U.S. Bank National Association, the successor to which is the Trustee, and Section 4.2 of the Installment Financing Contract dated as of June 15, 2012 (the "*2012 Contract*"), as amended by Amendment Number Seven to the 2012 Contract dated as of May 1, 2026, each between the Corporation and the City of Wilmington, North Carolina, you are hereby directed to disburse from the 2026 Bonds Account of the Acquisition and Construction Fund referred to in the Seventh Supplement (the "*2026 Bonds Account of the Acquisition and Construction Fund*") the amount indicated below.

The undersigned hereby certifies:

1. This is requisition number _____ from the 2026 Bonds Account of the Acquisition and Construction Fund.
2. The name and address of the person, firm or corporation to whom the disbursement is due is as follows:
3. The amount to be disbursed is \$_____.
4. The purpose of the disbursement is to _____.
5. The disbursement herein requested is for an obligation properly incurred, is a proper charge against the 2026 Bonds Account of the Acquisition and Construction Fund as a Cost of Acquisition and Construction or a Cost of Issuance and such obligation has not been the basis of any previous disbursement.

Dated this __ day of _____, 20__.

CITY OF WILMINGTON, NORTH CAROLINA

By: _____
City Representative