

**THE BOARD OF COMMISSIONERS
OF
THE MECKLENBURG COUNTY INDUSTRIAL FACILITIES AND
POLLUTION CONTROL FINANCING AUTHORITY**

Excerpt of Minutes
of Meeting of
_____, 2026

Present: _____

Absent: _____

Also Present: _____

* * * * *

Commissioner _____ introduced the following resolution, the title of which was read:

INDUCEMENT RESOLUTION WITH RESPECT TO UP TO
\$[20,000,000] REVENUE BONDS FOR GREENWAY WASTE
SOLUTIONS, LLC

WHEREAS, the Board of Commissioners of The Mecklenburg County Industrial Facilities and Pollution Control Financing Authority (the "Authority") met pursuant to notice in Room ____ in the _____ in Charlotte, North Carolina, on the ____ day of _____, 2026 at ____ [a.m./p.m.]; and

WHEREAS, Greenway Waste Solutions, LLC, a North Carolina limited liability company, or an affiliated or related entity (the "Company"), is considering the expansion, renovation and improvement of its existing solid waste disposal facility located at 15300 Holbrooks Road in Huntersville, North Carolina, along with related site work and improvements (collectively, the "Project"), in Mecklenburg County, North Carolina (the "County"); and

WHEREAS, the Company has requested the Authority to agree to issue its revenue bonds under the North Carolina Industrial and Pollution Control Facilities Financing Act, Chapter 159C of the North Carolina General Statutes (the "Act"), in such amounts as may be necessary to finance all or a portion of the costs of the Project; and

WHEREAS, the Authority is of the opinion that the Project is a facility which can be financed under the Act and that the financing of the same will be in furtherance of the purposes of the Act;

**BE IT RESOLVED BY THE MECKLENBURG COUNTY INDUSTRIAL FACILITIES
AND POLLUTION CONTROL FINANCING AUTHORITY:**

1. It is hereby found and determined that the Project will involve the expansion, renovation and improvement of a special purpose project consisting of equipment and facilities for the disposal, treatment or recycling of solid or other waste (as described in the Act) and that therefore, upon proper certification of the Project in accordance with the requirements of the Act, its financing will be in furtherance of the purposes of the Act.

2. The Authority hereby authorizes the execution by the Authority's officers of an Inducement Agreement (the "Agreement") between the Authority and the Company, in substantially the form attached hereto as Exhibit A, whereby the Authority agrees, pursuant to the terms and subject to the conditions of the Agreement and the Act, to assist the Company in every reasonable way to finance the Project through the issuance of the Authority's revenue bonds (the "Bonds") in a principal amount estimated not to exceed \$[20,000,000] to provide all or part of the cost of the Project. Under the Agreement, the Company is permitted to proceed with the Project, and to reimburse itself for the costs thereof out of the proceeds of the Bonds.

3. The Authority intends that the adoption of this resolution be considered as "official action" toward the issuance of the Bonds within the meaning of the regulations issued by the Internal Revenue Service pursuant to Section 141 of the Internal Revenue Code of 1986, as amended. This resolution is intended to be a declaration of the Authority's official intent to permit the Company to reimburse itself for certain costs that may be incurred prior to the issuance of the Bonds as permitted under Treas. Reg. § 1.150-2(e). The Authority hereby finds that the reimbursement of such costs from bond proceeds will promote the purposes of the Act.

4. The Authority hereby appoints McGuireWoods LLP as bond counsel to the Authority with respect to the Bonds.

Commissioner _____ moved the passage of the foregoing resolution and Commissioner _____ seconded the motion and the resolution was passed by the following vote:

Ayes: _____

Nays: _____

Not voting: _____

I, _____, Secretary of The Mecklenburg County Industrial Facilities and Pollution Control Financing Authority, DO HEREBY CERTIFY that the foregoing is a true and complete copy of a resolution adopted by the Board of Commissioners of the Authority at a special meeting duly called and held on _____, 2026, and that the proceedings of such meeting are recorded in the minutes of said Board.

I DO HEREBY FURTHER CERTIFY that due notice of such meeting, stating its time and place and the subjects to be considered, was given and posted as required by G.S. § 143-318.12.

Secretary of the Board of Commissioners of
The Mecklenburg County Industrial Facilities and
Pollution Control Financing Authority

INDUCEMENT AGREEMENT

THIS AGREEMENT (the "Agreement"), dated _____ __, 2026, between THE MECKLENBURG COUNTY INDUSTRIAL FACILITIES AND POLLUTION CONTROL FINANCING AUTHORITY (the "Authority"), a political subdivision and body corporate and politic under the laws of the State of North Carolina, and GREENWAY WASTE SOLUTIONS, LLC, a North Carolina limited liability company, or an affiliate or subsidiary thereof (the "Company");

W I T N E S S E T H:

WHEREAS, the Authority is authorized and empowered by the provisions of the Industrial and Pollution Control Facilities Financing Act, Chapter 159C of the General Statutes of North Carolina, as amended (the "Act"), (a) to issue its revenue bonds for the purposes set forth in, and subject to the conditions of, the Act, and more particularly for the purpose of paying the costs of the equipment and facilities for the disposal, treatment or recycling of solid or other solid waste (as described in the Act) that constitute "special purpose projects" within the meaning of the Act and (b) to enter into a financing agreement with respect to such facilities upon terms providing for payment of such bonds; and

WHEREAS, the Company (a) is considering the expansion, renovation and improvement of its existing solid waste disposal facilities located at 15300 Holbrooks Road in Huntersville, Mecklenburg County, along with related site work and improvements (collectively, the "Project"), (b) has described to the Authority the potential benefits of the Project to Mecklenburg County and (c) has requested the Authority to agree to undertake the issuance of revenue bonds under the Act to finance all or a portion of the cost of the Project as an inducement to commence the expansion, renovation and improvement of the same; and

WHEREAS, the Authority has been informed by the Company that it currently estimates that the Project will require bond financing for capital expenditures of up to \$[20,000,000], including interest during construction, underwriting costs and issuance expenses; and

WHEREAS, based on the Company's representations, the Authority has determined that the financing of the Project will support the equipment and facilities for the disposal, treatment or recycling of solid or other solid waste (as described in the Act) in the State of North Carolina, and that the Authority, in providing such financing, will be acting in furtherance of the public purposes for which it was created; and

WHEREAS, the Authority has determined that it is in the best interests of the inhabitants of the County and the State of North Carolina that the Project be commenced without delay and that upon the prior advice, consent and approval of the Company and bond counsel, the Authority should proceed to obtain approval of the issuance of such bonds from the Board of Commissioners of Mecklenburg County (the "County") and the Local Government Commission of North Carolina (the "LGC"), as required by the Act, and an allocation of a sufficient amount of the State of North Carolina's "volume cap," as defined in Section 146 of the Internal Revenue Code of 1986, as amended (the "Code"), for the bonds; and

WHEREAS, the Authority on _____, 2026, adopted a resolution agreeing, subject to conditions set forth in this Agreement, to issue its revenue bonds;

NOW, THEREFORE, in consideration of the premises and of the covenants and undertakings herein expressed, the receipt and sufficiency of which are hereby acknowledged, the Authority and the Company agree as follows:

1. Undertakings of Authority. Subject to the conditions set forth below, the requirements of the Act and any regulations issued pursuant thereto, the Authority agrees as follows:

(a) The Authority shall assist the Company in every reasonable way to finance the Project and, in particular, shall undertake to provide funds for the financing of the Project, to issue its revenue bonds (the "Bonds") under the Act, at one time or from time to time, in an amount now estimated not to exceed \$[20,000,000]. The Bonds shall be issued in such series and amounts and upon such terms and conditions as are mutually agreed upon among the Authority and the Company. The Authority and the Company shall enter into a "financing agreement" pursuant to the Act for a term and upon payments sufficient to pay the principal of, premium, if any, and interest on the Bonds and to pay all the expenses of the Authority in connection with the Bonds and the Project. The Bonds will be issued by the Authority and sold by the LGC to a financial institution pursuant to a bond purchase and loan agreement which will, among other things, set forth the form and terms of the Bonds and provide for a loan of the proceeds of the Bonds to the Company to finance the Project. The Bonds shall not be deemed to constitute a debt or a pledge of the faith and credit of the State of North Carolina or any political subdivision or agency thereof, including the Authority and Mecklenburg County, but shall be payable solely from the revenues and other funds provided under the proposed agreements with the Company.

(b) The Authority will proceed, upon the prior advice, consent and approval of the Company and bond counsel, to obtain approvals in connection with the issuance and sale of the Bonds, including, without limitation, the Board of Commissioners of the County and the LGC, and to obtain an allocation of a sufficient amount of the State of North Carolina's "volume cap" as defined in Section 146 of the Code, for the Bonds from the North Carolina Tax Reform Allocation Committee ("TRAC").

(c) The Authority agrees that the Company may proceed with plans for such expansion, renovation and improvement, enter into contracts for the same and take such other steps as it may deem appropriate in connection therewith, including spending its own funds as necessary to pay such costs, provided that nothing herein shall be deemed to authorize the Company to obligate the Authority without its consent in each instance to the payment of any moneys or the performance of any act in connection with the Project. The Authority agrees that the Company may be reimbursed from the proceeds of the Bonds for all qualifying costs so incurred by it provided such reimbursement and any subsequent expenditure of the amounts so reimbursed is in accordance with Internal Revenue Service proposed or final regulations. The Authority finds that any such reimbursement promotes the purposes of the Act.

2. Undertakings of the Company. Subject to the conditions set forth below, the Company agrees as follows:

(a) The Company shall enter into all transactions necessary for the issuance of the Bonds pursuant to the terms set forth in Section 1 above.

(b) The Company shall use reasonable efforts, on its own or through underwriters or agents approved by the Authority, to find one or more purchasers for the Bonds upon terms mutually satisfactory to the Authority and the Company.

(c) The Company shall provide to the Authority all information which it reasonably needs in connection with the issuance and sale of the Bonds including, without limitation, descriptions of and information regarding the Project or any part thereof, and any other information regarding the activities of the Company which may be required to be provided to the County, the LGC or TRAC, or otherwise necessary in connection with the issuance of the Bonds pursuant to the Act, including any certificates, representations or other evidence required thereby.

3. Limited Obligations of Authority. All obligations hereunder of the Authority are subject to the agreement of the Authority and the Company to terms for the issuance, sale and delivery of the Bonds and the execution of a financing agreement, indenture or security agreement and other documents and agreements necessary or desirable for the issuance of the Bonds. The Authority has not authorized and does not authorize the expenditure of any funds or moneys of the Authority from any source other than the issuance of the Bonds. All costs and expenses in connection with the financing and the expansion and equipping of the Project, including the reasonable fees and expenses of the Authority's counsel, bond counsel, the agent or underwriter for the sale of the Bonds, if any, and any lender, shall be paid from the proceeds of the Bonds or by the Company, but if for any reason the Bonds are not issued, all such expenses shall be paid by the Company and the Authority shall have no responsibility therefor.

It is understood and agreed by the Authority and the Company that nothing contained in this Agreement shall be construed or interpreted to create any personal liability of the officers or commissioners from time to time of the Authority.

4. Limit of the Company's Obligation. The Company shall not be obligated to take actions necessary for the issuance of the Bonds and the entering into transactions related thereto as described in this Agreement if the Company and the Authority do not mutually agree on terms for the issuance, sale and delivery of the Bonds and the execution of transactions related thereto, provided that under all circumstances the Company shall be obligated, whether or not the Bonds are issued, to pay the expenses incurred by the Authority pursuant to this Agreement or otherwise in connection with the Bonds and the Project except expenses, if any, incurred by the Authority by reason or on account of the gross negligence or willful misconduct of any commissioner, officer or employee of the Authority.

5. Termination. If for any reason the Company notifies the Authority in writing that it does not intend to proceed with the issuance of the bonds, this Agreement shall terminate and

neither party shall have any rights against the other and no third parties shall have any rights against any other party except:

(a) the Authority will convey to the Company any interest which it may have in the Project; and

(b) the Company will assume and be responsible for any contract entered into by the Authority at the request of the Company in connection with the Project; and

(c) the Company will pay, if not theretofore paid, (i) the out-of-pocket expenses of counsel for the Authority and bond counsel incurred in connection with the Project and proposed issuance of the Bonds and (ii) the reasonable fees of counsel for the Authority and bond counsel for legal services related to the Project and proposed issuance of the Bonds.

6. Indemnification. The Company hereby agrees to indemnify, defend and hold the Authority harmless against any loss or damage to property or injury or death of any person or persons occurring in connection with the constructing, equipping or operation of the Project, including attorneys' fees. The Authority agrees to notify the Company promptly upon the receipt of any notice of or claim for damage for which indemnification would be sought hereunder and further agrees that the Company shall have the right to assume fully the defense of any such claim.

7. Transfer to Affiliate. The Authority acknowledges and agrees that the Company may transfer its rights and duties under this Agreement to an affiliate or subsidiary or related entity of the Company provided such entity complies with all the provisions and limitations hereof.

8. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement by their duly authorized officers as of this ____ day of _____, 2026.

**THE MECKLENBURG COUNTY
INDUSTRIAL FACILITIES AND POLLUTION
CONTROL FINANCING AUTHORITY**

By _____
Chairman

ATTEST:

Secretary

GREENWAY WASTE SOLUTIONS, LLC

By: _____
Name: _____
Title: _____