

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHARLOTTE
ACCEPTING FUNDS FROM THE NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION IN THE AMOUNT OF \$25,000,000 AS THE SPONSOR FOR
CHARLOTTE-DOUGLAS INTERNATIONAL AIRPORT

WHEREAS, the City of Charlotte is the sponsor of the commercial airport referred to as Charlotte Douglas International Airport;

WHEREAS, pursuant to N.C. S.L. 2017-57 §34.19(c), the North Carolina Department of Transportation was authorized to offer and has offered the City of Charlotte money for improvements and/or debt service for its commercial airport in the amount of \$25,000,000;

WHEREAS, the City of Charlotte, as the sponsor of Charlotte Douglas International Airport, desires to approve and accept the funds in such amount, and to authorize the appropriate officer or designated personnel of the City of Charlotte and/or Charlotte Douglas International Airport to execute the associated Airport Improvement and Debt Service Funding Agreement in the form attached hereto as **Exhibit A**.

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

1. The City of Charlotte, as sponsor for Charlotte Douglas International Airport, accepts the funds from North Carolina Department of Transportation in the amount of \$25,000,000 to be used for improvements and/or debt service.
2. The City Manager or such other designated person or persons as may be designated is authorized to execute the Airport Improvement and Debt Service Funding Agreement with North Carolina Department of Transportation and provide information as may be required on behalf of the City of Charlotte.

CERTIFICATION

Airport Improvement and Debt Service Funding Agreement

The North Carolina Department of Transportation (“DOT”), an agency of the State of North Carolina (“State”), enters into this Funding for Airport Improvements and Debt Service Agreement (“Agreement”) with the City of Charlotte, sponsor of the **Charlotte Douglas International Airport** (the “Sponsor” and, together with DOT, the “Parties”), a political subdivision of the State of North Carolina.

WHEREAS, N.C. S.L. 2017-57 § 34.19 (c) (the “Authorizing Legislation”) mandated the awarding of specific sums of money to various commercial airports for purpose of funding improvements to the airports and paying debt service; and

WHEREAS, DOT, through its Aviation Division, administers funds distributed to airports.

WHEREAS, the Sponsor submitted a proposal and supporting materials (together, “Proposal”) to DOT regarding the intended use of funds (“Project” or “Projects”) as described in the Proposal (“Exhibit A”)

NOW, THEREFORE, in consideration of the mutual promises and such other valuable consideration as set out herein, the Parties mutually agree to the following terms and conditions:

1. Agreement Documents

This Agreement consists of the following documents:

- a. This Agreement, including all documents incorporated by reference herein.
- b. Sponsor Proposal (Exhibit A).

2. Changes in the Projects or Other Conditions

- a. A “Project Change” is any material alteration, addition, deletion or expansion of any Projects identified in the Proposal, including (without limitation) material changes to construction, rehabilitation, the matching investment in the Project and/or the other significant source of funding (if applicable) that would result in the use of funds provided herein for purposes not authorized by the Authorizing Legislation. A “Project Change” also includes any filing of bankruptcy by the Sponsor. There shall be no Project Changes unless expressly approved of by DOT in a separate, prior written agreement stating, if applicable, the costs and schedule for completing the Project Change.
- b. Additionally, the Governmental Unit shall immediately notify DOT of any change in conditions or local law, or any other event, which may significantly affect its ability to oversee, administer or perform this Grant Agreement or the Project. In

its sole discretion, DOT may deem such a change in conditions, local law or other event to constitute a Project Change.

3. Funding

Pursuant to the Authorizing Legislation, DOT provides to the Sponsor: **Twenty Five Million Dollars (\$25,000,000.00)** for the purposes of funding improvements to the airport and paying debt service or related financing costs and expenses on revenue bonds or notes issued by the airport. The Airport hereby represents and warrants that all funds shall be utilized exclusively for the purposes listed in the Authorizing Legislation and in compliance with all other applicable laws, rules, regulations and requirements.

4. Independent Status of the Sponsor

- a. The Sponsor is an entity independent from DOT and the State. The Agreement and any actions taken pursuant to the Agreement shall not be deemed to create a partnership or joint venture between or among the Sponsor, DOT, the State or any third party. Nor shall the Agreement or the Project be construed to make the Sponsor (including its employees, agents or contractors) or any third party into employees, agents, members or officials of DOT or the State. Neither the Sponsor (including its employees, agents or contractors) nor any third party shall have the ability to bind DOT or the State to any agreement for payment of goods or services or represent to any person that they have such ability.
- b. The Sponsor shall be responsible for payment of all of its expenses, including rent, office expenses and all forms of compensation to its employees, agents and contractors. The Sponsor shall provide worker's compensation insurance to the extent required for its operations and shall accept full responsibility for payments of unemployment tax or compensation, social security, income taxes and any other charges, taxes or payroll deductions required by law in connection with its operations, for itself and its employees, agents and contractors who are performing work pursuant to this Agreement. All expenses incurred by the Sponsor are its sole responsibility, and neither DOT nor the State shall be liable for the payment of any obligations incurred in the performance of the Project.

5. Method of Payment

DOT shall endeavor to pay the funds to the Sponsor within 30 calendar days of actual receipt of this Agreement executed by Sponsor and the satisfaction of all other conditions precedent to payment of funds to Sponsor.

6. Project Record

- a. The Sponsor shall maintain full, accurate and verifiable financial records, supporting documents and all other pertinent data for the Project in such a manner as to clearly identify and document the expenditure of the State funds provided

under this Agreement separate from accounts for any separate awards, monetary contributions or other revenue sources for this Project.

- b. The Sponsor shall retain all financial records, supporting documents and all other pertinent records related to the use of these funds for a period of five (5) years from the date of the last disbursement of funds or the Termination Date, whichever is later. In the event such records are audited, all records shall be retained beyond the five-year period until the audit is concluded and any and all audit findings have been resolved.

7. Monitoring, Reports and Auditing

- a. The Sponsor agrees to ensure compliance and provide its assistance with such monitoring and auditing requirements as the State may request. Additionally, the Sponsor shall regularly monitor all performance of activities funded via this agreement to ensure that time schedules are being met and other performance goals are being achieved. Further, the Sponsor, or designated agent, shall maintain records and accounts that properly document and account for the application of all funds for a minimum of five (5) years after the date of the last disbursement or the Termination Date, whichever is later.
- b. The Sponsor shall furnish DOT detailed written progress reports at the close of each fiscal quarter following the receipt of funds and until such time as all funds have been expended. A final report shall be filed at the close of the fiscal quarter during which the final disbursement of funds occurs. Such progress and final reports should describe the progress made by the Sponsor toward achieving the requirements and purpose(s) of the Authorizing Legislation and shall include detailed financial documentation proving funds were appropriately expended. Such descriptions should include the successes and problems encountered during the reporting period.
- c. The Sponsor acknowledges and agrees that, with regard to the funds, it will be subject to the audit and reporting requirements prescribed by N.C.G.S §159-34, Local Government Finance Act - Annual Independent Audit; rules and regulations.
- d. The Sponsor grants the State and any of its related agencies, commissions or departments (including, without limitation, DOT, the North Carolina State Auditor and the North Carolina Office of State Budget and Management) and any of their authorized representatives, at all reasonable times and as often as necessary (including after the Termination Date), access to and the right to inspect, copy, monitor, and examine all of the books, papers, records and other documents relating to the Agreement or the Project. In addition, the Sponsor agrees to comply at any time, including after the Termination Date, with any requests by the State (including, without limitation, DOT) for other financial and

organizational materials to permit the State to comply with its fiscal monitoring responsibilities or to evaluate the short- and long-range impact of its programs.

8. Termination; Availability of Funds

- a. If the Sponsor fails to fulfill in a timely and proper manner its obligations or violates any of the covenants or stipulations under this Agreement or should the General Assembly amend this appropriation as provided in the Authorizing Legislation, DOT has the right to terminate this Agreement by giving the Sponsor written notice specifying the Termination Date, which shall be no less than 90 days from the date of notification. Upon such notification of termination, the Sponsor shall not further obligate funds and shall return all unobligated funds to DOT no later than the Termination Date.
- b. The obligations of DOT to pay any amounts under this Agreement are contingent upon the availability and authorization of funds for such purpose. Should the General Assembly withdraw the authorization or otherwise limit DOT's ability to provide such funds, DOT reserves the right to terminate this Agreement and is under no obligation to otherwise provide such funding.

9. Sponsor Representations and Warranties

The Sponsor hereby represents and warrants that:

- a. The execution and delivery of this Agreement have been duly authorized by all necessary Sponsor action and are not in contravention of law or in contravention of the provisions of any indenture agreement or undertaking to which the Sponsor is a party or by which it is bound.
- b. There is no action, suit proceeding, or investigation at law or in equity or before any court, public board or body pending, or to the knowledge of the Sponsor, threatened against or affecting it that could or might adversely affect any of the transactions contemplated by this Agreement or the validity or enforceability of this Agreement or the abilities of the Sponsor to discharge its obligations under this Agreement. If it is subsequently found that an action, suit, proceeding, or investigation did or could threaten or affect the development of the Project, DOT can, in its discretion, terminate the Agreement upon notice and require the Sponsor to repay to DOT the entire amount of the funds provided.
- c. Any consent or approval necessary from any governmental authority as a condition to the execution and delivery of this Agreement by the Sponsor or the performance of any of its obligations hereunder has been obtained. The Sponsor shall provide DOT with evidence of the existence of any such necessary consent or approval at the time of the execution of this Agreement.
- d. The Sponsor is solvent.

10. Additional Repayment Requirements and Remedies

- a. The repayment requirements and remedies addressed in this Paragraph 8 are in addition to those repayment requirements and other remedies set forth elsewhere in this Agreement, including the requirements to repay unspent funds. No remedy conferred or reserved by or to the State is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy provided for in this Agreement, or now or hereinafter existing at law, in equity, or by statute, and any such right or power may be exercised from time to time and as often as may be deemed expedient.
- b. If it is determined that the Sponsor has expended funds for a purpose not provided for in the Authorizing Legislation or should the Sponsor fail to comply with the reporting requirements provided herein, the Sponsor agrees that DOT may require repayment from the Sponsor of an amount of funds to be determined in DOT's sole discretion but not to exceed the amount of funds the Sponsor has already received under this Agreement. In the event that the Sponsor fails to comply with the reporting requirements herein, DOT shall provide the Sponsor with 30 days to cure the default.

11. No Waiver by the State

Failure of the State (including, without limitation, DOT) at any time to require performance of any term or provision of this Agreement shall in no manner affect the rights of the State at a later date to enforce the same or to enforce any future compliance with or performance of any of the terms or provisions hereof. No waiver of the State of any condition or the breach of any term, provision or representation contained in this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of that or any other term, provision or representation.

12. Waiver of Objections to Timeliness of Legal Action

The Sponsor knowingly waives any objections it has or may have to timeliness of any legal action (including any administrative petition or civil action) by the State (including, without limitation, DOT) to enforce its rights under this Agreement. This waiver includes any objections the Sponsor may possess based on the statutes of limitations or repose and the doctrines of estoppel or laches.

13. Special Provisions and Conditions

- a. Non-discrimination. The Sponsor agrees not to discriminate by reason of age, race, religion, color, sex, national origin or disability related to the activities of this Agreement.

- b. Conflict of Interest. The Sponsor shall keep on file, along with the executed copies of this Agreement, a copy of its policy and any ordinance or resolution it has adopted addressing conflicts of interest that may arise involving the members of the Sponsor's governing body and/or any of its employees or officers involved in the administration of these funds. Such policy, ordinance or resolution shall address situations in which any of these individuals may directly or indirectly benefit, other than through receipt of their normal compensation in their capacities as the Sponsor's employees, officers or members of its governing body, from the or the Project, and shall include actions to be taken by the Sponsor or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. Additionally, the Sponsor certifies that, as of the date it executes this Agreement, no such individuals have such a conflict of interest or will directly or indirectly benefit, except in the capacities described above, from the use of the funds. Throughout the duration of this Agreement, the Sponsor has the duty to promptly inform DOT of any such conflict of interest or direct or indirect benefit of which it becomes aware.
- c. Non-Assignability. The Sponsor shall not assign or transfer any interest in the Agreement without the prior written consent of DOT; provided, however, that claims for money due to Sponsor from DOT under this Agreement may be assigned to any commercial bank or other financial institution without such approval.

14. Notice

All notices required or permitted to be delivered hereunder and all communications in respect hereof shall be in writing and shall be deemed given when personally delivered or when deposited in the United States mails, certified, return receipt requested, first class, postage prepaid and addressed as follows:

If to DOT:	Attn: Bobby Walston North Carolina Department of Transportation Division of Aviation 1560 Mail Service Center Raleigh, North Carolina 27699-4346
If to the Sponsor:	Attn: Brent Cagle Charlotte Douglas International Airport 5601 Wilkinson Boulevard Charlotte, North Carolina 28208

or addressed to such other address or to the attention of such other individual as DOT or the Sponsor shall have specified in a notice delivered pursuant to this subsection.

15. Entire Agreement

This Agreement supersedes all prior agreements between DOT and the Sponsor with regard to the Project and expresses their entire understanding with respect to the transactions contemplated herein, and shall not be amended, modified or altered except pursuant to a writing signed by both DOT and the Sponsor.

16. Execution

This Agreement may be executed in one or more counterparts, each of which, when executed, shall be deemed an original, and such counterparts, together, shall constitute one and the same Agreement which shall be sufficiently evidenced by one of such original counterparts.

17. Construction

This Agreement shall be construed and governed by the laws of the State of North Carolina.

18. Severability

Each provision of this Agreement is intended to be severable and, if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect or impair any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

19. Acceptance

If the Sponsor agrees to the Agreement as stated, please return the executed documents specified in Paragraph 1 within fourteen (14) days from the date of the cover letter from DOT to the Sponsor accompanying this Agreement.

IN WITNESSETH WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

City of Charlotte, Sponsor of Charlotte Douglas International Airport

Signature: _____ [SEAL]

Printed Name: _____

Title: _____

Date: _____

North Carolina Department of Transportation

Signature: _____ [SEAL]

Printed Name: Bobby Walston

Title: Aviation Director

Date: _____

EXHIBIT A

CHARLOTTE DOUGLAS INTERNATIONAL AIRPORT PROPOSAL FOR AIRPORT IMPROVEMENTS OR DEBT SERVICE FOR SFY 2018 FUNDING FROM AUTHORIZED LEGISLATION N.C. S.L. 2017-57 § 34.19 (C)

PLANNED PROJECTS

Please provide in the table below a complete list of all projects planned (including debt service) for your appropriation.

*Project Request ID	Project Description	Other Project Funding Sources, if any	Cost Estimate	Estimated Start Date	Estimated End Date
Land Purchase # 3965	CLT Gateway Project	Airport Discretionary Money	\$35,700,000	05/01/2017	06/01/2020

**Note: For the Project Request ID use the ID # generated in Partner Connect if available; otherwise use N/A*

Next provide a brief narrative for each project listed above to include the purpose, need, and expected benefit.

Sponsor intends to use the DOT Allocation to reimburse itself for property purchased near Charlotte Douglas International Airport upon which it intends to construct improvements that will support Sponsor's economic activities and ensure its ability to remain self-supporting. Tax Identification Numbers for the parcels purchased are the following: See Attachment 1 and Attachment 2.

EXPENSE REPORTING & SUPPORTING DOCUMENTATION ASSURANCES

Please check the boxes below to certify you will comply with these reporting and documentation requirements.

☐ Project Progress Expense Reports

We acknowledge and agree to submit expense reports, as defined by NCDOT, to support the progress reporting criteria identified in paragraph 7(b) of the attached executed agreement.

☐ Project Final Expense Report

We acknowledge and agree to submit a final disbursement report, as defined by NCDOT, per the final reporting criteria identified in paragraph 7(b) of the attached executed agreement.

☐ Supporting Documentation

We acknowledge and agree to submit supporting documentation along with the referenced expense reports, as defined by NCDOT. These items will be included as attachments as part of the expense reporting criteria identified in paragraph 7(b) of the attached executed agreement.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Tax ID	Total Acres	Owner Last Name/Business	#	Address	NCDOT Approved Appraisal	Actual Spent	Estimate	Closed	Anticipated closing	Estimated Completion	Tenants	Comments
061-282-06	5.03	Fuller Family LLP/Blackmon		Corner Wilkinson/Josh Birmingham	\$4,820,000.00	\$4,840,536.09	\$4,840,536.09	10/24/2017	N/A	December 2017	N/A	Complete
061-271-06	0.441	Florian Balaj	5330	Wilkinson Blvd	\$665,000.00	\$942,110.23	\$942,110.23	10/4/2017	N/A	December 2017	N/A	Complete
061-271-08	0.596	Florian & Oltita Balaj	5312	Wilkinson Blvd	\$400,000.00	\$538,630.66	\$538,630.66	10/4/2017	N/A	December 2017	N/A	Complete
061-266-01	38.47	Charlotte Mecklenburg Schools	3401	Stafford Drive	\$4,770,000.00	\$4,516,922.37	\$4,516,922.37	12/5/2017	N/A	February 2018	N/A	Complete
061-282-01	2.793	Harvey & Louise Gouch	5820	Wilkinson Boulevard	\$1,300,000.00	\$1,939,054.69	\$1,939,054.69	12/20/2017	N/A	August 2018	YES	Still have relo and demo to finish
					\$11,955,000.00	\$12,777,254.04	\$12,777,254.04					

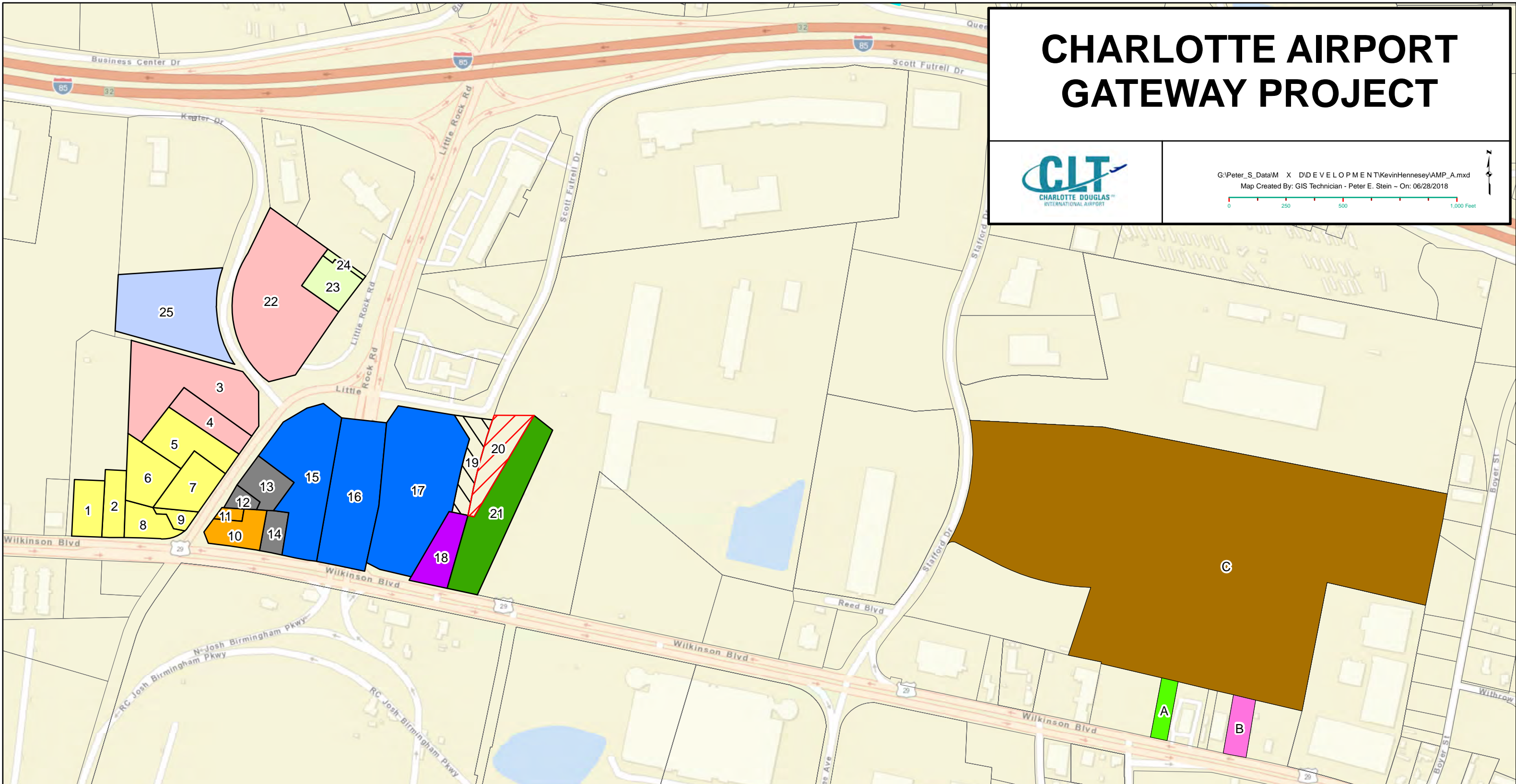
055-369-39	3.256	SMA/DSA	2900	Little Rock Rd	\$2,425,000.00		\$3,300,000.00		November 2018	May 2019	YES	
055-369-38	0.867	SMA/DSA	2910	Little Rock Rd					September 2018	May 2019	YES	
055-369-32	0.755	Nance - Kapadia	6128	Wilkinson Blvd	\$3,720,000.00		\$5,022,000.00		December 2018	May 2019	NO	
055-369-33	0.65	Nance - Kapadia	6120	Wilkinson Blvd					December 2018	May 2019	NO	
055-369-37	0.643	Nance - Kapadia	3000	Little Rock Rd					December 2018	May 2019	NO	
055-369-59	0.231	Nance - Kapadia	XX	Little Rock Rd					December 2018	May 2019	NO	
055-369-36	1.014	Nance - Kapadia	3012	Little Rock Rd					December 2018	May 2019	NO	
055-369-34	1.085	Nance - Kapadia	6108	Wilkinson Blvd					December 2018	May 2019	NO	
055-369-45	1.316	Nance - Kapadia	XX	Wilkinson Blvd					December 2018	May 2019	NO	
061-281-05	0.77	Rockson, LLC	6020	Wilkinson Blvd	\$705,000.00		\$1,300,000.00		September 2018	May 2019	YES	
061-281-10	0.13	Rockson, LLC	XX	Wilkinson Blvd					September 2018	May 2019	YES	
061-281-03	0.224	Addison & Sloan, LLC	XX	Little Rock Rd	\$1,085,000.00		\$3,300,000.00		December 2018	May 2019	YES	
061-281-01	0.739	Addison & Sloan, LLC	3001	Little Rock Rd					December 2018	May 2019	YES	
061-281-06	0.418	Addison & Sloan, LLC	5918	Wilkinson Blvd					December 2018	May 2019	YES	
061-282-07	0.973	Nisbet Oil	5900	Wilkinson Blvd	\$670,000.00		\$1,900,000.00		August 2018	May 2019	YES	
NCDOT ROW	0.8	NC DOT	XX	Scott Futrell Dr	N/A				December 2018	May 2019	NO	
061-282-02	1.26	American Freightways Corp	4349	Scott Futrell Dr	\$118,500.00		\$390,000.00		September 2018	May 2019	NO	
055-369-41	3.8	DSA & SMA Rental Properties LLC	2834	Ketter Drive/Little Rock	\$2,292,000.00		\$3,500,000.00		November 2018	May 2019	YES	
055-369-50	0.8	Susan K Allison	XX	Ketter Drive/Little Rock	\$680,000.00		\$1,200,000.00		September 2018	May 2019	YES	
055-369-52	0.113	Susan K Allison	XX	Ketter Drive/Little Rock					September 2018	May 2019	YES	
055-369-43	3.364	Thomas Concrete of Carolina Inc	4217	Keeter Drive	\$1,050,000.00		\$3,000,000.00		November 2018	May 2019	YES	
Total Acres	70.538											
					\$24,700,500.00		\$35,689,254.04					

CHARLOTTE AIRPORT GATEWAY PROJECT



G:\Peter_S_Data\Map Development\KevinHennessey\AMP_A.mxd
Map Created By: GIS Technician - Peter E. Stein - On: 06/28/2018

0 250 500 1,000 Feet



[A] Own: Florian Balaj	Pin# 06127106	Addr: 5330 Wilkinson Blvd	A/C: 0.441
[B] Own: Florian & Oltita Balaj	Pin# 06127108	Addr: 5312 WILKINSON BV	A/C: 0.596
[C] Own: Char/Meck Schools	Pin# 06126601	Addr: 3401 STAFFORD DR	A/C: 38.47
[1] Own: NANCE 1	Pin# 05536932	Addr: 6128 WILKINSON BV	A/C: 0.755
[2] Own: NANCE 1	Pin# 05536933	Addr: 6120 WILKINSON BV	A/C: 0.65
[3] Own: SMA / DSA	Pin# 05536939	Addr: 2910 LITTLE ROCK RD	A/C: 3.256
[4] Own: SMA / DSA	Pin# 05536938	Addr: 2910 LITTLE ROCK RD	A/C: 0.867
[5] Own: NANCE 2	Pin# 05536937	Addr: 3000 LITTLE ROCK RD	A/C: 0.643
[6] Own: NANCE 2	Pin# 05536959	Addr: LITTLE ROCK RD	A/C: 0.231

[7] Own: NANCE 2	Pin# 05536936	Addr: 3012 LITTLE ROCK RD	A/C: 1.014
[8] Own: NANCE 2	Pin# 05536934	Addr: 6108 WILKINSON BV	A/C: 1.085
[9] Own: NANCE 2	Pin# 05536945	Addr: LITTLE ROCK RD	A/C: 1.316
[10] Own: ROCKSON LLC	Pin# 06128105	Addr: 6020 WILKINSON BV	A/C: 0.77
[11] Own: ROCKSON LLC	Pin# 06128110	Addr: 21 LITTLE ROCK RD	A/C: 0.13
[12] Own: ADDISON / SLOAN	Pin# 06128103	Addr: LITTLE ROCK RD	A/C: 0.224
[13] Own: ADDISON / SLOAN	Pin# 06128101	Addr: 3001 LITTLE ROCK RD	A/C: 0.739
[14] Own: ADDISON / SLOAN	Pin# 06128106	Addr: 5918 WILKINSON BV	A/C: 0.418
[15] Own: CITY	Pin# 06128108	Addr: 5920 WILKINSON BV	A/C: 3.20

[16] Own: CITY	Pin# 06128111	Addr: WILKINSON BV	A/C: 3.209
[17] Own: FULLER / BLACKMON	Pin# 06128206	Addr: WILKINSON BV	A/C: 5.03
[18] Own: NISBIT OIL	Pin# 06128207	Addr: 5900 WILKINSON BV	A/C: 0.973
[19] Own: NCDOT ROW	Pin# ROW	Addr: NCDOT	A/C: 0.80
[20] Own: FED EX	Pin# 06128202	Addr: 4349 SCOTT FUTRELL DR	A/C: 1.26
[21] Own: GOUCH	Pin# 06128201	Addr: 5824 WILKINSON BV	A/C: 2.793
[22] Own: DSA RENTAL PROP LLC	Pin# 05536950	Addr: KEETER DR	A/C: 3.8
[23] Own: S.K. ALLISON	Pin# 05536950	Addr: LITTLE ROCK RD	A/C: 0.8
[24] Own: SUSAN K ALLISON	Pin# 05536952	Addr: LITTLE ROCK RD	A/C: 0.113
[25] Own: THOMAS CONCRETE	Pin# 05536943	Addr: KEETER DR	A/C: 3.36