STATE REVOLVING FUND
AMENDMENT 8 TO LOAN AGREEMENT WW440710
MONROE COUNTY

This amendment is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and MONROE COUNTY, FLORIDA, (Local Government) existing as a local governmental entity under the laws of the State of Florida. Collectively, the Department and the Local Government shall be referred to as “Parties” or individually as “Party”.

The Department and the Local Government entered into a State Revolving Fund Loan Agreement, Number WW440710, as amended, authorizing a Loan amount of $127,200,000, excluding Capitalized Interest; and

The Semiannual Loan Payment amount and Project costs need adjustment to reflect actual costs; and

Certain provisions of the Agreement need to be revised.

The Parties hereto agree as follows:

1. The total amount of the Loan is $139,502,109.57, which consists of $127,200,000 disbursed to the Local Government, $9,758,109.57 of accrued Capitalized Interest and $2,544,000.00 of service fee charges.

2. The total amount remaining to repay on the Loan is $136,637,589.07, which amount accounts for the Department’s receipt of 1 Semiannual Loan Payment and consists of the following:

   (a) The unpaid principal of the original loan of $43,582,895.74 and the unpaid service fee charge of the original loan of $800,000.00 both at a Financing Rate of 2.39 percent per annum (the interest rate is 1.195 percent per annum, and the Grant Allocation Assessment rate is 1.195 percent per annum).

   (b) Amendment 1 unpaid principal of $27,013,629.42 and unpaid service fee charge of $500,000.00 both at a Financing Rate of 3.07 percent per annum (the interest rate is 1.535 percent per annum, and the Grant Allocation Assessment rate is 1.535 percent per annum).

   (c) Amendment 2 unpaid principal of $6,461,034.42 and unpaid service fee charge of $120,000.00 both at a Financing Rate of 3.00 percent per annum (the interest rate is 1.50 percent per annum, and the Grant Allocation Assessment rate is 1.50 percent per annum).

   (d) Amendment 3 unpaid principal of $31,066,393.21 and unpaid service fee charge of $600,000.00 both at a Financing Rate of 2.72 percent per annum (the interest rate is 1.36 percent per annum, and the Grant Allocation Assessment rate is 1.36 percent per annum).
(e) Amendment 4 unpaid principal of $18,907,438.37 and unpaid service fee charge of $380,000.00 both at a Financing Rate of 2.35 percent per annum (the interest rate is 1.175 percent per annum, and the Grant Allocation Assessment rate is 1.175 percent per annum).

(f) Amendment 7 unpaid principal of $7,062,197.91 and unpaid service fee charge of $144,000.00 both at a Financing Rate of 2.48 percent per annum (the interest rate is 1.24 percent per annum, and the Grant Allocation Assessment rate is 1.24 percent per annum).

3. The Semiannual Loan Payment amount, adjusted to account for repayments received to date, is hereby revised and shall be in the amount of $4,502,450.97. Such payments shall be received by the Department on December 15, 2019 and semiannually thereafter on June 15 and December 15 of each year until all amounts due hereunder have been fully paid.

4. Subsection 2.03(1) of the Agreement is deleted and replaced as follows:

(1) The financial assistance authorized pursuant to this Loan Agreement consists of the following:

| State Resources Awarded to the Local Government Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.: |
|-----------------|----------|---------------------------------|----------|-------------------|
| State Program Number | Funding Source | CSFA Number | CSFA Title or Fund Source Description | Funding Amount | State Appropriation Category |
| Original Agreement | Wastewater Treatment and Stormwater Management TF | 37.077 | Wastewater Treatment Facility Construction | $127,200,000 | 140131 |

5. Project Costs are revised as follows:

The Local Government and the Department acknowledge that changes in Project costs may occur as a result of an audit. Unless this Agreement is amended subsequent to an audit, the following Project disbursements shall be final.

<table>
<thead>
<tr>
<th>CATEGORY</th>
<th>PROJECT COSTS ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administrative Allowance</td>
<td>5,434,652.00</td>
</tr>
<tr>
<td>Construction and Demolition</td>
<td>116,969,524.00</td>
</tr>
<tr>
<td>Technical Services During Construction</td>
<td>4,795,824.00</td>
</tr>
<tr>
<td>SUBTOTAL (Total Disbursed)</td>
<td>127,200,000.00</td>
</tr>
<tr>
<td>Capitalized Interest</td>
<td>9,758,109.57</td>
</tr>
<tr>
<td>TOTAL (Loan Principal Amount)</td>
<td>136,958,109.57</td>
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</tbody>
</table>

6. All other terms and provisions of the Loan Agreement shall remain in effect.
This Amendment 8 to Loan Agreement WW440710 may be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this amendment to the Loan Agreement to be executed on its behalf by the Secretary or Designee and the Local Government has caused this amendment to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this amendment shall be as set forth below by the Department.

for
MONROE COUNTY

________________________________________
Mayor

Attest: Approved as to form and legal sufficiency:

________________________________________
County Clerk
SEAL

________________________________________
County Attorney

for
STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

________________________________________
Secretary or Designee

Date