

**AMENDMENT 6 TO LOAN AGREEMENT WW650040  
CITY OF ORLANDO**

This amendment is executed by the FLORIDA WATER POLLUTION CONTROL FINANCING CORPORATION (the “Corporation”) and the CITY OF ORLANDO, FLORIDA, (the “Local Borrower”) existing as a local governmental agency under the laws of the State of Florida.

WITNESSETH:

WHEREAS, the Corporation and the Local Borrower entered into a Clean Water State Revolving Fund Loan Agreement, Number WW650040, as amended, authorizing a Loan amount of \$13,800,000, excluding Capitalized Interest; and

WHEREAS, the Loan Amount, Loan Service Fee, and Project costs need adjustment to reflect actual costs; and

WHEREAS, the Semiannual Loan Payment amount needs revision to reflect adjustment of project costs and the 10 Semiannual Loan Payments received by the Department from the Local Borrower; and

WHEREAS, revised provisions for audit and monitoring are needed.

NOW, THEREFORE, the parties hereto agree as follows:

1. The Loan amount is hereby reduced by \$266,210, and the adjusted total disbursed amount for this Loan is \$13,533,790.

2. The Loan Service Fee is reduced by \$5,324, and the adjusted total service fee for this Loan is \$270,676. This fee represented two percent of the Loan amount excluding Capitalized Interest; that is, two percent of \$13,533,790. The Loan Service Fee of \$270,676 was assessed on September 23, 2016 and will be paid in the next two payments.

Interest shall accrue on the Loan Service Fee at the Financing Rate, or rates, set for the Loan until the fee is paid.

3. The total amount remaining to repay on the Loan is \$6,009,316.18, which accounts for the Department’s receipt of 10 Semiannual Loan Payments.

4. The Semiannual Loan Payment amount, adjusted to account for repayments received to date, is hereby revised and shall be in the amount of \$243,637.97. Such payments shall be received by the Department on December 15, 2016 and semiannually thereafter on June 15 and December 15 of each year until all amounts due hereunder have been fully paid.

5. Subsection 2.04(1) is hereby deleted and replaced as follows:

The Local Borrower agrees to the following audit and monitoring requirements.

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

Federal Resources, Including State Match, Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
CS120001-090	EPA	66.458	Capitalization Grants for State Revolving Funds	\$13,533,790	140131

6. Section 8.02 of the Agreement is deleted and replaced as follows:

Books, records, reports, engineering documents, contract documents, and papers shall be available to the authorized representatives of the Corporation, the Department and the U.S. Environmental Protection Agency’s Inspector General for inspection at any reasonable time after the Local Borrower has received a disbursement and until five years after the final amendment date.

7. Project Costs are revised as follows:

The Local Borrower, the Corporation, and the Department acknowledge that changes in Project costs may occur as a result of a Department audit pursuant to Chapter 62-503 of the Florida Administrative Code. Unless this Agreement is amended subsequent to an audit, the following Project disbursements shall be final.

CATEGORY	PROJECT COST(\$)
Construction and Demolition	13,533,790.00
Capitalized Interest	122,530.37
TOTAL (Loan Principal Amount)	13,656,320.37

8. All other terms and provisions of the Loan Agreement shall remain in effect.

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