

**FIRST AMENDMENT TO THE WAVE MODERN STREETCAR PARTNERSHIP
AGREEMENT**

This First Amendment (the "First Amendment") is made and entered into by and between:

BROWARD COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY;"

and

BROWARD METROPOLITAN PLANNING ORGANIZATION, created pursuant to Section 339.175, Florida Statutes ("F.S."), hereinafter referred to as "BROWARD MPO;"

and

CITY OF FORT LAUDERDALE, a municipal corporation organized and existing under the laws of the State of Florida, its successors and assigns, hereinafter referred to as "CITY;"

and

DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF FORT LAUDERDALE, a body politic and corporate and an agency of the City of Fort Lauderdale as established by the laws of the State of Florida, hereinafter referred to as "DDA;"

and

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY, a body politic and corporate and an agency of the State of Florida created pursuant to Chapter 343, Florida Statutes, herein referred to as "SFRTA;"

RECITALS

WHEREAS, the parties to this First Amendment are collectively referred to herein as the “PARTNERS;” and

WHEREAS, the PARTNERS entered into The WAVE Modern Streetcar Partnership Agreement on April 16, 2013 (the “Agreement”); and

WHEREAS, the Partners wish to amend the Agreement;

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the PARTNERS agree as follows:

1. RECITALS. The truth and accuracy of each of the Recitals set forth above are acknowledged by the PARTNERS are incorporated herein by reference.

2. LOCAL FUNDS. The parties wish to replace and add (as applicable) the following subsections to Section 6.3 of the Agreement, entitled, “LOCAL FUNDS” as follows:
 - 6.3.1 Ten Million Five Hundred Thousand Dollars (\$10,500,000) or an equivalent combination of capital contribution; payable by in-kind services, real or personal property, cash or any other means as mutually agreed to by the CITY and SPONSOR (the "CASH AMOUNT").

6.3.1.1. SFRTA acknowledges and represents to the other PARTNERS that, on May 20, 2013, the CITY satisfied its obligation in Section 6.3.1.1 of the Agreement to transfer to SFRTA One Million One Hundred Thousand Dollars (\$1,100,000) of the CASH AMOUNT.

6.3.1.2. The CITY agrees to transfer to SFRTA—an additional One Million Dollars (\$1,000,000) of the CASH AMOUNT by December 31, 2013.

6.3.1.3 The CITY agrees it shall also transfer to the SFRTA One Million One Hundred Thousand Dollars (\$1,100,000) (“Initial Proceeds Amount”) from the ASSESSMENT AMOUNT in a lump

sum by May 1, 2014. The Initial Proceeds Amount will count towards the CASH AMOUNT.

6.3.2 Additional CITY Requirements

6.3.2.1 The City agrees to transfer to SFRTA the remainder of the CASH AMOUNT no later than June 30, 2014. The remainder of the CASH AMOUNT shall be calculated by subtracting from the CASH AMOUNT the payments made consistent with the requirements of Sections 6.3.1.1, 6.3.1.2, and 6.3.1.3 and the FTA accepted value of the Maintenance Facility Property, as described in Section 6.3.1, and as accepted and acknowledged by SFRTA.

6.3.2.2 The CITY shall use the assessment adopted by the CITY Commission on July 9, 2013 (the "ASSESSMENT") to secure a loan for Twenty Million, Five Hundred and Ninety Thousand Dollars (\$20,590,000) (the "ASSESSMENT AMOUNT"), through a Florida State Infrastructure Bank ("SIB") loan (the "ACCEPTABLE FUNDING"), as a portion of the CITY's CAPITAL FUNDS. The CITY or a third party that reaches agreement with the CITY to be the CITY's designee ("CITY's Designee") shall direct the use of the SIB loan proceeds to SFRTA for payment of eligible PROJECT expenses and the full amount of the CITY's CAPITAL FUNDS for Phase I, excluding the

CASH AMOUNT, shall be available for SFRTA to use in accordance with the terms of the SIB loan agreement pursuant to a separate agreement to be executed between the appropriate, agreeable PARTNERS and Third Parties, all to be agreed upon by SFRTA and the CITY. The CITY agrees to finalize any agreements to obtain the ACCEPTABLE FUNDING payable solely from the ASSESSMENT to provide for the CITY's CAPITAL FUNDS for Phase 1 of the PROJECT, as a prerequisite to the execution by SPONSOR of the FEDERAL GRANT AGREEMENTS.

6.3.2.3 CITY or CITY's Designee is responsible for repayment of the SIB loan from the ASSESSMENT at no risk to any of the other PARTNERS. The PARTNERS agree that they shall take no actions that would impede or prevent the CITY or CITY's designee compliance with the terms of the SIB loan. The CITY may, at its discretion and risk, assign certain obligations, roles and responsibilities for servicing, reporting, auditing, etc. related to the ACCEPTABLE FUNDING to the CITY's Designee.

6.3.2.4 CITY shall have no obligation to fund the operations and maintenance costs for the WAVE MODERN STREETCAR.

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3.FIRST AMENDMENT AND AGREEMENT. Except to the extent amended, the Agreement shall remain in full force and effect. In the event of any conflict between the terms of this First Amendment and the Agreement, the parties hereby agree that this document shall control.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement.

BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the _____ day of _____, 20__.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
Board of County Commissioners

Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners

By _____
Mayor
____ day of _____, 20__

Insurance requirements
Approved by Broward County
Risk Management Division

Approved as to form by Office
of the County Attorney for Broward County, FL

By _____
Date:

Joni Armstrong Coffey, County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By: _____
Assistant County Attorney
Date: _____

BROWARD METROPOLITAN PLANNING ORGANIZATION, through its BOARD OF DIRECTORS, signing by and through its Chair or Vice-Chair, authorized to execute same by Board action on the _____ day of _____, 20__.

BROWARD MPO

ATTEST:

BROWARD MPO, by and through its
Board of Directors

By: Gregory Stuart, Executive Director

By: _____
Richard Blattner, Chair
____ day of _____, 20__

Approved as to form by

Attorney for Broward MPO

By _____

Alan L. Gabriel,

BROWARD MPO General Counsel

Weiss Serota Helfman Pastoriza Cole & Boniske, P.L.

WITNESSES:

CITY OF FORT LAUDERDALE

By _____
Mayor

Print Name

By _____
City Manager

Print Name

(CORPORATE SEAL)

ATTEST:

City Clerk

Approved as to form:

City Attorney

DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF FORT LAUDERDALE,
through its BOARD OF DIRECTORS, signing by and through its Chair or Vice-Chair,
authorized to execute same by Board action on the _____ day of _____,
20 .

AUTHORITY:

WITNESSES:

By: _____

_____, President

____ day of _____, 20____

(SEAL)

APPROVED AS TO FORM:

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY, through its GOVERNING BOARD, signing by and through its Chair, authorized to execute same by Board action on the _____ day of _____, 20__.

SFRTA:

ATTEST:

By: _____

_____, CHAIR
Joseph Giulietti, Executive Director

_____ day of _____, 2013

APPROVED AS TO FORM:

Teresa J. Moore, General Counsel