Memorandum

MIAMI-DADE COUNTY

Date: September 15, 2009

To: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

Agenda Item No. 8(E)(1)(B)

From: George M. Burgess
County Manager

Subject: Port of Miami Tunnel Project Letter of Credit for Contingency Reserve

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Recommendation

It is recommended that the Board of County Commissioners (Board) adopt the accompanying resolution (i) approving an irrevocable letter of credit (LOC), to be provided by Wachovia Bank N.A. (Wachovia) in favor of the Florida Department of Transportation (FDOT) for the Port of Miami Tunnel and Access Improvement Project (Port Tunnel Project); (ii) approving the details of the LOC; and (iii) approving the form, execution and delivery of a related agreement.

Scope

The Port Tunnel Project, which will connect vehicular traffic between Watson Island and the Port of Miami, is located in Commission District 5, however, the economic impact of this Port Tunnel Project, when completed, will be countywide.

Fiscal Impact/Funding Source

The "Master Agreement for the Port of Miami Tunnel and Access Improvement Project" among the Florida Department of Transportation, the City of Miami and the County (Tunnel Agreement) delineated the financial contributions to be made to the Port Tunnel Project by FDOT, the City of Miami and the County. One of the financial commitments by the County was to fund a Geotechnical & Relief Contingency Reserve in the amount of $75 million. Rather than pay debt service on $75 million of borrowed funds while on deposit in a reserve account, the County successfully negotiated an option to provide a $75 million LOC instead. Under the LOC, the County will pay no LOC up front fees, an annual fee of 1.1% of the $75 million while the LOC is outstanding which is for one year with automatic annual renewals on the same terms at the discretion of Wachovia and $12,000 in legal fees. The annual fee for the first year is $825,000. The construction period is estimated to be no longer than five years. The County is also required to reimburse Wachovia for any draws on the LOC plus accrued interest at the Loan Rate which is described below ("Repayment Obligations"). The fees and any Repayment Obligations on the LOC shall be paid from the Seaport Department budget but the County has secured the LOC pursuant to Ordinance No. 08-39 with a covenant to annually appropriate from non ad valorem revenues of the County sufficient funds to pay any fees and Repayment Obligations.

Track Record/Monitor

The Project will be managed by FDOT pursuant to an agreement with a concessionaire. As a result, the LOC will be in favor of FDOT which will enable it to request a draw on the LOC to pay the County's share of any cost associated with the Geotechnical & Relief Contingency Reserve and certain other agreed upon relief events described below up to the maximum of $75,000,000.

Background

The Board adopted Resolution R-889-07 approving the Master Agreement, which requires the County to participate in the development of the Port Tunnel. One of the County's commitments towards the Port Tunnel Project was the funding of a $75 million Geotechnical & Relief Contingency Reserve. The Geotechnical & Relief Contingency Reserve is to be used first to pay any unforeseen geotechnical costs associated with the digging of the tunnel and then to fund certain other relief events. As stated above, the County successfully negotiated an option to provide a LOC rather than issue $75 million in debt. The LOC, however, must be delivered at the time FDOT and the concessionaire enter into the concession agreement.

On April 8, 2008, the Board passed Resolution No. R-394-08 which approved an irrevocable letter of credit to be provided by the Bank of America, N.A. in an amount of $75,000,000 for benefit of the Florida Department of Transportation for the seaport tunnel project. Since FDOT and the concessionaire were unable to sign the Concession Agreement, Bank of America's bid to supply the irrevocable letter of credit expired.

It is anticipated that FDOT will formally sign the Concession Agreement with the concessionaire on or about September 15, 2009. For that reason, Public Financial Management (FA) on behalf of the County re-solicited bids from interested providers and received responses from two banks; Scotia Bank and Wachovia. The FA has recommended that the County approve Wachovia as the LOC provider (see FA's recommendation attached to this memorandum as Appendix "A").

The terms and conditions of the LOC are attached to the Resolution as Exhibit "A" and includes a one year term with annual automatic renewals by Wachovia. Any change in the terms that increases the risk or cost to the County would be brought back to this Board for consideration. The one year option is attractive because it costs less (1.1% annual fee instead of 1.35% annual fee for a five year term) and it also provides the County with the opportunity to revisit the market each year. The LOC is structured so that unreimbursed draws will convert to an interest only line of credit for a maximum of 5 years from the issuance of the LOC (Line of Credit Period). During the Line of Credit Period, interest on the unreimbursed draws will be due and payable annually. At the conclusion of the Line of Credit Period, any outstanding balance will be converted to a five year term loan (Five Year Term Loan) with a ten year amortization and a balloon payment due at the end of the fifth year. During the Five Year Term Loan period, Principal and interest will be due annually. Amounts due during the Line of Credit Period and for the Five Year Term Loan shall bear interest at the Loan Rate which is calculated as follows:

Base Rate:	The greatest of:	(i) Wachovia's Prime Rate plus 1%; (ii) the Federal Funds Rate plus 2%; (iii)1-month LIBOR Index Rate plus 3%
Loan Rate:		Base Rate plus 2%.

If it is determined that the County needs to issue debt to repay any fees and Repayment Obligations outstanding at the end of the Five Year Term Loan period, an ordinance authorizing the issuance of such debt will be brought to this Board at that time.

The Resolution provides for the approval of the Reimbursement Agreement in the form attached as Exhibit "B" to the Resolution with such additions, deletions and completions as may be necessary and approved by the County Mayor or County Mayor's designee after consultation with the FA and the Miami-Dade County Attorney's Office. The execution and delivery of the Reimbursement Agreement by the County Mayor or County Mayor's designee is approved and when delivered, shall be conclusive evidence of this Board's approval of any additions, deletions and completions. The Resolution also provides for the County Mayor or the County Mayor's designee to enter into any and all other agreements necessary to complete the transaction.

Resolution R-130-06 provides that any County contract with a third party be finalized and executed prior to its placement on the committee agenda. The items contemplated in the above documents will occur after the effective date of this Resolution in order to provide the County the maximum flexibility in the market place as described above. Therefore, a waiver of Resolution R-130-06 is necessary.

Assistant County Manager

Appendix A

PFM Recommendation

PFM

The PFM Group

Public Financial Management, Inc.
PFM Asset Management LLC
PFM Advisors

2121 Ponce de Léon Boulevard
Suite 510
Coral Gables, FL 33134

305 448-6992
305 448-7131 fax
www.pfm.com

August 20, 2009

Memorandum

To: Lidia Monzon-Aguirre, Miami-Dade County Finance Department

From: Sergio Masvidal, Public Financial Management, Inc.
Russell Edghill, Public Financial Management, Inc.

Re: 2009 Port of Miami Tunnel – Recommendation for Letter of Credit Provider

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In our role as Financial Advisor, Public Financial Management, Inc. (PFM) recently procured bids for a Letter of Credit (LOC) provider on behalf of Miami-Dade County (the County). The Letter of Credit is necessary to satisfy the County's commitment to provide a contingency fund in the amount of $75 million for limited events related to the timely construction of the Port of Miami Tunnel Project. The purpose of this memorandum is to summarize the responses received and provide a recommendation to assist the County in the selection of a LOC provider. The LOC Request for Proposals was distributed to 27 LOC providers, of which two (2) provided responses.

Financial institutions reluctance to provide LOC facilities has to do with a number of factors currently occurring in the market. As the County is aware, two key factors persists that constraint bank's willingness to extend capital for letter of credit facilities: (1) financial institutions prioritizing their flow of capital to existing, relationship driven clients and (2) the increased demand for LOCs due to the collapse of the auction rate securities (ARS) market and the insured variable rate demand bond (VRDB) market.

In reaching our recommendation, PFM evaluated liquidity facility terms, fees and expenses, and other provisions and conditions provided by each prospective firm. After reviewing the items listed above, PFM recommends that the County select Wachovia Bank, N.A. as the letter of credit provider for the contingency fund.

In comparison to Scotia Bank's proposal, Wachovia's proposal appears to be compelling for the following reasons:

1. **No upfront or commitment fee required.** Alternatively, Scotia Bank required an upfront fee of 25 bps of the LOC facility amount or roughly $188,000
2. **More Competitive Pricing.** Wachovia proposed two LOC facility terms (110 bps for 1-yr. facility or 135 bps for 5-yr. facility). Whereas, Scotia solely offered to provide a 3-yr. facility priced at 150 bps.
3. **Term of Facility.** Wachovia provided two alternatives, a one-year facility and a five-year facility, at different costs. If the County desires, it can consult with FDOT to ensure that the one year facility (with optional extensions) satisfies the obligation, thereby saving 25 basis points (at least in the near term).
4. **Fewer Miscellaneous Expenses.** Wachovia proposed a flat fee of $12,000 for bank counsel. Whereas, Scotia proposed a fee cap of $40,000 for bank counsel.
5. **Commitment vs. Proposal for discussion purposes.** Wachovia provided the County with a commitment letter that doesn't appear to be conditionally or subject to extensive credit review. Conversely, Scotia's response is preliminary in nature as the proposal caveats that the terms and conditions of the proposal are still subject to further credit review. However, we would note that the County Attorney will ultimately need to review the Letter of Credit Agreement to ensure that the terms and conditions are acceptable to the County.

For the reasons stated above, PFM recommends that the County proceed in negotiations with Wachovia Bank to provide a Direct-Pay Letter of Credit Facility for the County's commitment to fund a contingency for the Port of Miami Tunnel Project. Please feel free to contact us with any questions.

MEMORANDUM

(Revised)

TO: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

DATE: September 15, 2009

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Agenda Item No. 8(E)(1)(B)

Please note any items checked.

_____ **"3-Day Rule" for committees applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

_✓_ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve**

_____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(E)(1)(B)
9-15-09

RESOLUTION NO. _____

RESOLUTION APPROVING IRREVOCABLE LETTER OF CREDIT TO BE PROVIDED BY WACHOVIA BANK N.A. IN AMOUNT OF $75,000,000 IN FAVOR OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR SEAPORT TUNNEL PROJECT; APPROVING DETAILS OF LETTER OF CREDIT AND FORM, EXECUTION AND DELIVERY OF RELATED AGREEMENT; AUTHORIZING COUNTY OFFICIALS TO DO ALL THINGS DEEMED NECESSARY IN CONNECTION WITH SUCH LETTER OF CREDIT; AND PROVIDING SEVERABILITY

WHEREAS, this Board previously adopted Resolution No. R-889-07 on July 24, 2007 ("Tunnel Resolution") which approved the execution and delivery of the "Master Agreement for the Port of Miami Tunnel and Access Improvement Project" among the Florida Department of Transportation, Miami-Dade County and the City of Miami ("Tunnel Agreement"); and

WHEREAS, the County is obligated to provide an irrevocable letter of credit in the amount of $75,000,000 in favor of the Florida Department of Transportation (LOC") with respect to certain contingencies and costs pursuant to the Tunnel Agreement: and

WHEREAS, the Tunnel Resolution also authorized the County Manager to solicit bids for the LOC and to submit a recommendation regarding the LOC to this Board for consideration; and

WHEREAS, in furtherance of that authorization, this Board enacted Ordinance No. 08-39 on April 8, 2008 that (i) approved a covenant to budget and appropriate annually from legally available non-ad valorem revenues of the County amounts sufficient to pay any repayment obligations with respect to the LOC; and (ii) required that the details of the LOC and any related agreements be presented to this Board for consideration in a subsequent resolution; and

WHEREAS, the Finance Director, as designee of the County Mayor, solicited proposals from letter of credit providers and based on a review of the submissions and the recommendation of the County's financial advisor, determined that Wachovia Bank, NA presented the most cost effective proposal; and

WHEREAS, this Board wishes to approve Wachovia Bank, NA as the LOC provider and approve the terms of the LOC set forth in Exhibit "A" to this resolution for the reasons set forth in the County Manager's memorandum ("County Manager's Memorandum"), which accompanies this resolution and is incorporated in this resolution by reference, and to approve the related reimbursement agreement,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. The LOC for the Seaport tunnel provided by Wachovia Bank, NA is approved.

Section 2. The details of the LOC, including the County's repayment obligations, set forth in Exhibit "A" to this resolution are approved.

Section 3. The Letter of Credit Reimbursement Agreement ("Reimbursement Agreement") in substantially the form attached as Exhibit "B" to this resolution is approved with such additions, deletions and completions as may be necessary and approved by the County Mayor or County Mayor's designee after consultation with the County's Financial Advisor and the Miami-Dade County Attorney's Office. The execution and delivery of the Reimbursement Agreement by the County Mayor or County Mayor's designee is approved and when delivered, shall be conclusive evidence of this Board's approval of any additions, deletions and completions.

Section 4. The County Mayor, the County Manager, the Finance Director, the County Attorney, the Clerk and other officers, employees and agents of the County are authorized and directed to do all acts and things and to execute and deliver all documents and certificates which they deem necessary or advisable in order to consummate the issuance of the LOC on behalf of the County by Wachovia NA.

Section 5. In case any one or more of the provisions of this Resolution or the Reimbursement Agreement shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Resolution or Reimbursement Agreement and this Resolution and Reimbursement Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained in this Resolution and Reimbursement Agreement.

Section 6. The provisions of Resolution No. R-130-06, as amended from time to time, requiring that any contracts of the County with third parties be executed and finalized prior to their placement on the committee agenda is waived at the request of the County Manager for the reason's set forth in the County Manager's Memorandum.

The foregoing resolution was offered by Commissioner , who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

Dennis C. Moss, Chairman
Jose "Pepe" Diaz, Vice-Chairman

Bruno A. Barreiro	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Barbara J. Jordan	Joe A. Martinez
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 15th day of September, 2009. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved as to
to form and legal sufficiency:

Gerald T. Heffernan

EXHIBIT A

Terms of Letter of Credit

WACHOVIA

Wachovia Bank NA - A Wells Fargo Company

August 18, 2009

Mr. Frank Hinton
Finance Department
Miami-Dade County, Florida
111 NW 1 Street – Suite 2550
Miami, FL 33128-1929

Dear Mr. Hinton:

Wachovia Bank National Association (the "Bank") is pleased to submit the Commitment described below to Miami-Dade County (the "County") subject to the following terms and conditions:

Borrower:	Miami-Dade County (the "County")
Amount:	$75,000,000
Facility:	Irrevocable Letter of Credit
Purpose:	Provide Miami-Dade County an Irrevocable Letter of Credit required by the Florida Department of Transportation pursuant to the Port of Miami Tunnel and the Access Improvement Project.
Term:	**Option 1:** Expires one year from the execution of the financing documents and the issuance of the Letter of Credit (the "Closing"). Expiration automatically extends for an additional year, annually, unless the Bank elects not to extend and provides written notification to the County that it will not renew at least 120 days prior to the annual anniversary date and to the Florida Department of Transportation (as required by F.A.C. chapter 14-116) that it will not renew at least 30 days prior to the annual anniversary date. If notice is given that the Letter of Credit will not be automatically extended, the Department shall draw on the Letter of Credit unless a substitute Letter of Credit is provided at least 14 days prior to the final expiration of the Letter of Credit for which the substitute Letter of Credit is being provided. The County will use its best efforts to obtain a substitute Letter of Credit within the required time frame.

Option 2: Expires five years from the execution of the financing documents and the issuance of the Letter of Credit (the "Closing").

Term-Out Facility: So long as all representations and warranties are reaffirmed, and no Event of Default (as defined below) has occurred, unreimbursed draws will convert to an interest only Line of Credit for a maximum term ending 5 years from the execution of the financing documents and the issuance of the Letter of Credit (the "Line of Credit Period"). During the Line of Credit Period, interest on the outstandings under the Line of Credit will be due and payable annually.

At the conclusion of the Line of Credit Period, outstandings under the Line of Credit will be converted to Five Year Term Loan. Principal and Interest will be due and payable annually commencing one year after the term loan conversion date. The amortization will be structured so as to produce level annual debt service assuming a 10 year amortization period with a balloon payment five years from the term loan conversion date.

Acceleration: The principal amount outstanding will be accelerated with payment due on demand upon the occurrence of an Event of Default (as defined below) beyond any applicable cure period. Upon the occurrence of an Event of Default, the rate will be Base Rate + 3%.

Interest Rate: Amounts outstanding under either the Line of Credit or Term Loan will bear interest at the Loan Rate.

Base Rate:	The greatest of:	(i) the Bank's Prime Rate plus 1.0%;
		(ii) the Federal Funds Rate plus 2.0%; or
		(iii) 1-month LIBOR Index Rate plus 3.0%
Loan Rate:		Base Rate plus 2.00%.

Computations of interest shall be calculated on the basis of a 360 day year actual days elapsed.

Security: The facility will be secured by a covenant to budget and appropriate from all legally available non-ad valorem revenues.

Events of Default: The County shall be in default if it fails to pay principal, interest or

Bank fees when due. The County shall be in default should it either fail to perform timely and properly, keep and preserve any term, provision, covenant, agreement, or condition under the Letter of Credit and Reimbursement Agreement or any of the financing documents. Default under any like secured facilities of the County will be considered an Event of Default. If the County begins proceedings relating to bankruptcy, insolvency, reorganization or relief from debtors it shall be considered an Event of Default. Other customary Events of Default shall apply.

Letter of Credit Fee:

Option 1: 110 Basis Points per annum payable quarterly in arrears based on committed amount.

Option 2: 135 Basis Points per annum payable quarterly in arrears based on committed amount.

Computations of fees shall be calculated on the basis of a 360 day year actual days elapsed.

The above pricing is subject to the maintenance of the current ratings assigned to the long term, unenhanced debt of the County that is secured by a Covenant to Budget and Appropriate ("CBA Debt"). The LOC Fee will be increased upon each downgrade of any debt secured by a CBA Debt below its current ratings of [A1/A+] by the additional basis points reflected below:

Credit Rating	**LOC Fee**
Moody's/S&P	
A+/A1 to A/A2	+20bps
A/A2 to A-/A3	+20bps
A-/A3 to BBB+/Baa1	+25bps
BBB+/Baa1 to BBB/Baa2	+35bps
BBB/Baa2 to BBB-/Baa3	+50bps

In the event of a split rating, the lower rating will prevail. If one or more of the underlying ratings are withdrawn or suspended, any rating falls below investment grade, or an event of default occurs, the LOC Fee shall automatically increase to the LOC Fee which would apply if any rating assigned to the County's CBA Debt is

"BBB-/Baa3" plus one hundred basis points (1.00%) per annum. All of the foregoing fee increases shall be cumulative.

Other Fees: County shall pay to the Bank the following additional fees: (i) a draw fee of $250.00 at the time of each advance under the Facility; (ii) an amendment fee for each amendment of the Facility in a minimum amount of $2,500.00 plus associated legal expenses; and (iv) all other fees charged by Bank for any other activity regarding the Facility determined in accordance with Bank's then current fee schedule.

Conditions

1. All legally available non-ad valorem revenues" shall mean all revenues of the County derived from any source whatsoever, other than ad valorem taxation on real and personal property, which are legally available to make the loan repayments required under this proposal, but only after provision has been made by the County for payment of services and programs which are for essential public purpose affecting the health welfare and safety of the inhabitants of the County or which are legally mandated by applicable law, subject to any prior liens or encumbrances on all or any specified portion thereof.

2. **Within 6 months of a conversion to a Line of Credit and annually thereafter, the County must certify that it is in compliance with the following:** For each fiscal year during the term of the loan, and prior to the incurrence of additional debt secured by a covenant to budget and appropriate from all legally available non-ad valorem revenues, the average of the prior two years legally available non ad valorem revenues, as defined above, must cover existing and projected maximum annual debt service on debt secured by and/or payable from such revenues by at least 1.5x.

3. On an ongoing basis, the County agrees that it shall deliver to the Bank, when available, or within 270 days of each fiscal year end, which ever is sooner, its Comprehensive Annual Financial Report.

4. Loan documents relating to this facility shall be prepared by counsel for the Bank. Closing will be conditioned upon receipt by the Bank of a standard opinion from the County attorney as to the due authorization and enforceability of the documents as to litigation and other matters. The loan documents and such opinions shall be in form and content acceptable to the Bank. Documents must be available for review at least 5 business days prior to the Closing. The Bank counsel will charge a fee of $12,000.00. All costs relating to the preparation of documents, including the Bank counsel fee, will be paid by the County (whether or not the transaction closes).

5. This Commitment shall remain in full force and effect through 3:00 p.m., local time, September 1, 2009, at which time, if not accepted by execution of the

acceptance clause below and mailed to the Bank at its 200 S Biscayne Blvd, 15th Floor Miami, FL 33131 office to my attention, this Commitment shall expire and shall not be enforceable by either the Bank or the County unless extended by the Bank in writing. Unless extended by the Bank in writing, this facility must close on or prior to November 1, 2009 after which this commitment shall expire.

6. If the Bank chooses to waive any covenant, paragraph, or provision of this Commitment, or if any covenant, paragraph, or provision of this Commitment is construed by a court of competent jurisdiction to be invalid, it shall not affect the applicability, validity or enforceability of the remaining covenants, paragraphs or provisions.

7. The preceding terms and conditions are not exhaustive. Any final documents will include other covenants, terms and closing conditions as are customarily required by the Bank for similar transactions including but not limited to a Cross Default with like secured debt, Default Rate, Events of Default, Acceleration upon Default and Waiver of Jury Trial. This Commitment shall not survive the Closing.

8. The County represents and agrees that all information provided to the Bank is correct and complete. From the date of the financial information provided to the Bank to the date of the Closing, no material adverse change has or will occur, nor has there been any adverse circumstance as to the financial condition of the County. The Bank's obligations under this Commitment are conditioned on the fulfillment to the Bank's sole satisfaction of each term and condition referenced by this Commitment.

9. This Commitment supersedes all prior Commitments and proposals with respect to this transaction, whether written or oral, including any previous loan proposals made by the Bank or anyone acting within its authorization. No modification shall be valid unless in writing and signed by an authorized Officer of the Bank. This Commitment is not assignable and no entity other than the County shall be entitled to rely on this Commitment.

Wachovia Bank National Association appreciates the opportunity to submit this Commitment to you and looks forward to your favorable response. Should you have any questions, please do not hesitate to contact me at (305) 789-4824.

Best Regards,

WACHOVIA BANK NATIONAL ASSOCIATION

Lance Aylsworth
Vice President

ACCEPTANCE

The above Commitment is hereby accepted on the terms and conditions outlined therein by authority of the County of Miami County Commission:

By: _____

Date: _____

EXHIBIT B

Letter of Credit Reimbursement Agreement

Draft August 29, 2009

REIMBURSEMENT AGREEMENT

between

MIAMI-DADE COUNTY, FLORIDA

and

WACHOVIA BANK, NATIONAL ASSOCIATION

Relating to

$75,000,000 Irrevocable Standby Letter of Credit

For the

Port of Miami Tunnel and Access Improvement Project

Dated October 1, 2009

This REIMBURSEMENT AGREEMENT made and entered as of October 1, 2009, by and between MIAMI-DADE COUNTY, FLORIDA (the "County") and WACHOVIA BANK, NATIONAL ASSOCIATION (the "Bank").

W I T N E S S E T H

WHEREAS, the County has requested the Bank to issue an irrevocable standby letter of credit in the form attached hereto as Exhibit A (such letter of credit or any successor or substitute letter of credit issued by the Bank herein individually and collectively called the "Letter of Credit") in the face amount of $75,000,000;

WHEREAS, the County has determined that it is in the best interest of the health, safety and welfare of the County and the inhabitants thereof that the County covenant to budget and appropriate from the Non-Ad Valorem Revenues amounts sufficient to repay amounts drawn under the Letter of Credit on the terms set forth herein;

WHEREAS, the County's obligations hereunder shall not constitute a general obligation or indebtedness of the County as a "bond" within the meaning of any provision of the Constitution of the State, but shall be the special, limited obligations of the County payable solely from the Pledged Funds in the manner provided herein, and the reimbursements for amounts drawn under the Letter of Credit and all other payments provided for herein will be paid solely from the Pledged Funds, and it will never be necessary or authorized to levy taxes on any real property of or in the County to make such payments.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein set forth and other good and valuable consideration, the receipt and sufficient of which are hereby acknowledged, the parties do hereby agree as follows:

SECTION 1. DEFINITIONS. The following terms shall have the following meanings herein, unless the text otherwise expressly requires:

"Available Amount" means the amount available to be drawn under the Letter of Credit, initially 75,000,000.

"Bank" means Wachovia Bank, National Association, its successors and assigns.

"Base Rate" means, for any day, a rate of interest per annum equal to the higher of (i) the sum of the Prime Rate for such day plus one percent (1%) per annum, (ii) the sum of the Federal Funds Effective Rate for such day plus two percent (2%) per annum, or (iii) the LIBOR Rate plus three percent (3%) per annum. Each change in the Base Rate shall take effect simultaneously with the corresponding change or changes in the Prime Rate, Federal Funds Effective Rate or LIBOR Rate, as the case may be.

"Beneficiary" means the State of Florida, Department of Transportation, Office of Comptroller, as the beneficiary named in the Letter of Credit.

"Board" means the Board Of County Commissioners of the County.

"Business Day" means any day of the year on which banks in any of the cities in which the principal office of the Bank or of the designated office of any Paying Agent are located are not required or authorized by law to remain closed and on which the Bank and any Paying Agent and the New York Stock Exchange, Inc. are open for business.

"County" means the Miami-Dade County, Florida, a political subdivision of the State of Florida.

"County Payment Obligations" means all amounts payable by the County hereunder.

"Expiration Date" means the expiration date of the Letter of Credit (initially October __, 2010), as such date may be extended pursuant to the terms of the Letter of Credit or this Agreement.

"Federal Funds Effective Rate" means, for any day, the rate of interest per annum as determined by the Bank at which overnight Federal funds are offered to the Bank for such day by major banks in the interbank market. Each determination of the Federal Funds Effective Rate by the Bank shall be deemed conclusive and binding on the County absent manifest error.

"Fiscal Year" means the period from October 1 to the succeeding September 30.

"LIBOR Rate" means, for any day, the rate of interest per annum which is the offered rate for deposits in U.S. Dollars for a period of 30 days, which rate appears on the Telerate Page 3750 as of 11:00 a.m., London, time, on such day. Each determination of the LIBOR Rate by the Bank shall be deemed conclusive and binding on the County absent manifest error.

"Loan Rate" means the sum of the Base Rate from time to time in effect plus two percent (2%) per annum.

"Non-Ad Valorem Revenues" means all of the revenues of the County derived from sources other than ad valorem taxation and legally available to pay the County Payment Obligations.

"Notch Downgrade" means the long-term ratings downgrade evidenced by the removal of a modifier or numerical qualifier. For example, a downgrade from A- to BBB+ is a Notch Downgrade, as is a downgrade from BBB+ to BBB. Similarly, a downgrade from A3 to Baa1 or from Baa1 to Baa2 is a Notch Downgrade.

"Person" or words importing persons, means firms, associations, partnerships (including without limitation, general and limited partnerships), joint ventures, societies, estates, trusts, corporations, public or governmental bodies, other legal entities and natural persons.

"Prime Rate" means that rate of interest so denominated and set by the Bank from time to time as an interest rate basis for borrowings. The Prime Rate is but one of several interest rate bases used by the Bank, which lends at rates above and below the Prime Rate. For purposes of

calculating any interest rate hereunder which is based on the Prime Rate, such interest rate shall be adjusted automatically on the effective date of any change in the Prime Rate.

"State" means the State of Florida.

"Term Loan" has the meaning ascribed to that term in Section 3.3 hereof.

"Term Loan Conversion Date" has the meaning ascribed to that term in Section 4(b) hereof.

"Term Loan Installment" has the meaning ascribed to that term in Section 4(b) hereof.

"Termination Date" means the last day a drawing is available under the Letter of Credit.

SECTION 2. INTERPRETATION. Unless the context clearly requires otherwise, words of masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa. This Agreement and all the terms and provisions hereof shall be construed to effectuate the purpose set forth herein and to sustain the validity hereof.

SECTION 3. THE LETTER OF CREDIT. (a) The Bank agrees, on the terms and conditions hereinafter set forth, to issue and deliver the Letter of Credit in favor of the Beneficiary in substantially the form of Exhibit A attached hereto. The Bank agrees that any and all payments under the Letter of Credit will be made with the Bank's own funds.

(b) The Expiration Date shall automatically be extended for an additional one year effective on October __, 2010 and each on October __ thereafter unless the Bank shall have notified the County in writing at least 120 days prior to such date and the Beneficiary in writing at least 30 days prior to such date, as from time to time extended pursuant to this Section 3(b), that the Bank will not extend such applicable Expiration Date.

(c) The Letter of Credit may be transferred and assigned in accordance with the terms of the Letter of Credit upon payment of the required transfer fee.

SECTION 4. REIMBURSEMENT AND OTHER PAYMENTS. (a) Except as otherwise provided in Section 4(b) below, the County shall pay to the Bank, without setoff or counterclaim, in available funds:

(i) on or before 3:00 p.m., EST, on the date that any amount is drawn under the Letter of Credit on or before 3:00 p.m., EST, a sum equal to such amount so drawn under the Letter of Credit;

(ii) on demand, interest on any and all amounts remaining unpaid by the County when due hereunder from the date such amounts become due until payment thereof in full, at a fluctuating interest rate per annum equal at all times to the Default Rate;

(iii) on demand, any and all reasonable expenses incurred by the Bank in enforcing any rights under this Agreement; and

(iv) on demand, all charges, commissions, costs and expenses set forth in Section 5 hereof or otherwise payable hereunder.

(b) (i) *Credit Line.* The amount drawn under the Letter of Credit shall, if the conditions set forth in Subsection 4(d) have been fulfilled, be converted to an interest-only Line of Credit (the "Credit Line") on the date of the draw (the "Draw Date"). Interest on the Credit Line shall be payable annually on the annual anniversary of the Draw Date. The outstanding balance of the Credit Line shall bear interest at the Loan Rate.

(i) *Term Loan.* On the fifth anniversary of the Draw Date (the "Term Loan Conversion Date"), the amount outstanding of the Credit Line (the "Term Loan Amount") shall be converted to a term loan (the "Term Loan"). The principal amount of the Term Loan shall be payable in five installments (the "Term Loan Installments") due on the anniversary of the Term Loan Conversion Date, the first four installments to be equal to one fifth of the Term Loan Amount and the final installment to be equal to the balance of the Term Loan. Interest on the Term Loan shall be payable on annually on the anniversary of the Term Loan Conversion Date. The outstanding balance of the Term Loan shall bear interest at the Loan Rate.

(iii) *Prepayment.* The County may prepay on any day the outstanding amount of the Credit Line or the Term Loan, as applicable, in whole or in part, together with accrued interest to the date of such prepayment. The County shall notify the Bank not less than five days prior to the date of such prepayment of the amount to be prepaid and the date of such prepayment.

(c) Amounts drawn under the Letter of Credit may be converted to the Credit Line only if on the date of such conversion:

(i) The representations and warranties contained in this Agreement as though made on and as of such date; and

(ii) No event has occurred and is continuing which constitutes an Event of Default.

SECTION 5. COMMISSION AND FEES.

(a) The County shall pay to the Bank a nonrefundable facility fee from and including the date of issuance of the Letter of Credit until the Termination Date at the rate of one hundred and ten basis points (1.10%) per annum on the Available Amount. Such facility fee shall be payable (i) as to the quarter in which the Letter of Credit is issued, on January 1, 2010, and (ii) thereafter payable quarterly in arrears on the first day of each April, July, October and January.

(b) The rate used to compute the facility fee shall be increased by the additional basis points per annum ("bppa") described in the chart below if the debt rating assigned by any Rating Agency to the debt of the County secured by a covenant to budget and appropriate Non Advalorem Revenues, without regard to third party credit enhancement, is downgraded to the corresponding levels specified below. In the event that the Rating Agencies do not assign equivalent ratings to such debt obligations, the lowest rating assigned shall be used to determine the rate used to calculate the facility fee.

Rating -- S&P/ Moody's (lowest rating to be used)		**Facility Fee Increase**
FROM	**TO**	
A+/A1	A/A2	+20 bppa
A/A2	A-/A3	+20 bppa
A-/A3	BBB+/Baa1	+25 bppa
BBB+/Baa1	BBB/Baa2	+35 bppa
BBB/Baa2	BBB-/Baa3	+50 bppa

In addition, in the event that any such rating is withdrawn or suspended or reduced below "BBB " or "Baa3" by any Rating Agency or during the continuance of any Event of Default, then the rate used to calculate the facility fee shall be equal to the rate that would apply if the rating assigned to the Borrower was "BBB /Baa3" plus an additional one hundred basis points per annum (1.00% per annum). All of the foregoing increases to the rate used to compute the facility fee shall be cumulative.

(c) The County shall pay to the Bank, upon each drawing under the Letter of Credit in accordance with its terms, a fee of $250 per drawing.

(d) The County shall pay to the Bank, upon transfer of the Letter of Credit in accordance with its terms, a transfer fee of $1,500.

(e) The County shall pay to the Bank a fee of $2,500 plus associated legal expenses for each amendment to the Letter of Credit.

(f) In the event of any change in any existing or future law, regulation, ruling or other interpretation having application to the Bank which shall either (a) impose, modify or make applicable any reserve, special deposit, capital requirement, assessment or similar requirement against the Letter of Credit or (b) impose on the Bank any other condition regarding the Letter of Credit, and the net result of any event or events referred to in clause (a) or (b) above shall be to increase the cost (including a reasonable allocation of resources) or decrease the yield to the Bank of issuing or maintaining the Letter of Credit (which increase in cost shall be the result of the Bank's reasonable allocation of the aggregate of such cost increases or yield decreases resulting from such events), then, upon demand by the Bank, the County shall immediately pay to the Bank, from time to time as specified by the Bank, additional amounts which shall be

sufficient to compensate the Bank for such increased cost or decreased yield. A statement of charges submitted by the Bank, shall be conclusive, absent manifest error, as to the amount owed.

(h) All payments of interest, commissions and fees under this Agreement shall be calculated on a per annum basis, based upon a year of 365 days and calculated for the actual number of days elapsed (actual/actual method).

(i) All payments made by the County under this Agreement shall be made to the Bank in lawful currency of the United States of America and in immediately available funds at the Bank's offices described at the beginning of this Agreement before 12:00 Noon, EST, on the date when due, except for payments made in accordance with the terms of Section 3.2(a), 3.3(f) and 3.4 hereof.

(j) If the date for any payment hereunder falls on a day which is not a Business Day, then for all purposes of this Agreement the same shall be deemed to have fallen on the next succeeding Business Day, and such extension of time shall in such case be included in the computation of payments of interest or commission, as the case may be.

(k) The County will pay upon demand all reasonable legal fees (computed without regard to any statutory presumption) incurred by the Bank in connection with the preparation, execution and delivery of this Agreement, the Letter of Credit and any and all other agreements and transactions contemplated hereby and thereby (including any amendments hereto or thereto or consents or waivers hereunder or thereunder). The Bank's expenses (including legal fees) for the preparation and delivery of the Letter of Credit and this Agreement shall not exceed $12,000 (consisting of legal fees and expenses not to exceed $12,000. The County will also pay upon demand for all reasonable out-of-pocket expenses of the Bank in connection with the administration of the Letter of Credit and this Agreement. The County will, upon demand, promptly reimburse the Bank for all amounts expended, advanced or incurred by the Bank to collect or satisfy any obligation of the County under this Agreement, or to enforce the rights of the Bank under this Agreement, which amounts will include, without limitation, all court costs, reasonable attorneys' fees (whether or not suit be brought and including such costs and fees on appeal and in insolvency proceedings), fees of auditors and accountants and investigation expenses incurred by the Bank in connection with any such matters. The County shall also pay to the Bank on demand any documentary stamp taxes, intangible taxes or other excise taxes payable on account of the execution, delivery or enforcement of this Agreement or the Letter of Credit (including any amendments hereto or thereto) or the performance of any obligations thereunder (including the payment of drawings and the making of loans), and any penalties and/or interest incurred because of the failure of the Bank or the County to pay such taxes when due. The County acknowledges that it is not relying upon the Bank or the Bank's counsel with respect to the applicability or non-applicability of any such taxes. The provisions of this paragraph shall survive payment in full and discharge of the County's obligations to the Bank.

SECTION 6. SECURITY FOR COUNTY PAYMENT OBLIGATIONS; NOT DEBT OF THE COUNTY. Until all County Payment Obligations are paid in accordance with the provisions of this Agreement, the County covenants (i) as provided in Section 7 hereof, to appropriate in each Fiscal Year from Non-Ad Valorem Revenues sufficient moneys to pay the

County Payment Obligations coming due in said Fiscal Year, and (ii) from such appropriated funds to pay said County Payment Obligations in such Fiscal Year. The County Payment Obligations shall not constitute a general obligation or indebtedness of the County and the Bank shall never have the right to require or compel the levy of taxes upon any property of or in the County for the payment of the County Payment Obligations.

SECTION 7. COVENANTS OF THE COUNTY. So long as the Letter of Credit or any County Payment Obligations shall be outstanding, the County covenants with the Bank as follows:

(A) Budget and Appropriate. The County covenants that it will, in each year any County Payment Obligations are due, budget and appropriate sufficient Non-Ad Valorem Revenues to make payments of such County Payment Obligations as they become due.

Such covenant and agreement on the part of the County to budget and appropriate such amounts of Non-Ad Valorem Revenues shall be cumulative to the extent not paid, and shall continue until such Non-Ad Valorem Revenues or other legally available funds in amounts sufficient to make all such required payments shall have been budgeted, appropriated and actually paid. Notwithstanding the foregoing covenant of the County, the County does not covenant to maintain any services or programs, now provided or maintained by the County, which generate Non-Ad Valorem Revenues.

Such covenant to budget and appropriate does not create any lien upon or pledge of such Non-Ad Valorem Revenues, nor, except as provided below, does it preclude the County from pledging in the future its Non-Ad Valorem Revenues, nor does it require the County to levy and collect any particular Non-Ad Valorem Revenues, nor does it give the Bank a prior claim on the Non-Ad Valorem Revenues as opposed to claims of general creditors of the County. Such covenant to appropriate Non-Ad Valorem Revenues is subject in all respects to the payment of obligations secured by a pledge of such Non-Ad Valorem Revenues heretofore or hereinafter entered into (including the payment of debt service on bonds and other debt instruments). However, the covenant to budget and appropriate in its general annual budget for the purposes and in the manner stated herein shall have the effect of making available for the payment of the County Payment Obligations, in the manner described herein, Non-Ad Valorem Revenues and placing on the County a positive duty to appropriate and budget, by amendment if necessary, amounts sufficient to meet its obligations hereunder; subject, however, to the payment of services and programs which are for essential public purposes affecting the health, welfare and safety of the inhabitants of the County or which are legally mandated by applicable law. The County represents that the Project serves essential public purposes.

(B) Financial Statements. Not later than 270 days following the end of each fiscal year, the County shall provide the Bank the annual audited financial statement of the County audited by the County's certified public accountant's together with the report of such accountant containing only such qualifications as are reasonably acceptable to the Bank.

(C) Annual Budget and Other Information. The County shall prepare its annual budget in accordance with Florida law, and shall provide the Bank a copy of its final annual budget for each fiscal year within 30 days of adoption thereof by the Board and shall provide the

Bank such other public information as the Bank may reasonably request. Such budget and information, and the financial statement referred to in (B) above, shall be provided in printed (rather than electronic) form unless otherwise agreed by the Bank.

(D) Issuance of Other Obligations Secured by a Covenant to Budget and Appropriate Non-Ad Valorem Revenues. The County will not issue any obligations secured by a covenant to budget and appropriate Non-Ad Valorem Revenues unless either:

i) such obligations shall contain an express statement that such obligations are junior, inferior, and subordinate in all respects to the County Payment Obligations; or

ii) the average Non-Ad Valorem Revenues received by the County for the two most recent Fiscal Years is not less than 1.5 times the projected maximum annual debt service on the Credit Line or the Term Loan, as applicable, and all other debt secured by, or payable from a covenant to budget and appropriate Non-Ad Valorem Revenues (including the proposed debt). For the purposes of this covenant and subsection (E) below, maximum annual debt service shall be the greatest amount of debt service for the then current or any future Fiscal Year during the term of the Term Loan, and the interest rate on any variable rate debt shall be assumed to be 7% or, if greater, the average of the actual rate on such variable rate indebtedness over the 60 days preceding the date of calculation.

(E) Non-Ad Valorem Revenues. Within six months of the Draw Date, and annually thereafter, the County shall certify to the Bank that the Non-Ad Valorem Revenues (average of actual receipts over the prior two years) in not less than 1.5 times the maximum annual debt service on the Credit Line or the Term Loan, as applicable, and all other debt secured by and/or payable from such Non-Ad Valorem Revenues.

SECTION 10. CONDITIONS PRECEDENT. The obligation of the Bank to issue the Letter of Credit is subject to the satisfaction of each of the following conditions precedent on or before the closing date:

(i) Action. The Bank shall have received copies of all action taken by the County approving the execution and delivery by the County of this Agreement and the financing documents to which the County is a party, in each case certified as complete and correct as of the closing date.

(ii) Incumbency of Officers. The Bank shall have received an incumbency certificate of the County in respect of each of the officers who is authorized to sign this Agreement and the financing documents to which it is a party on behalf of the County.

(iii) Opinion of Counsel to the County. The Bank shall have received a written opinion of counsel to the County covering matters relating to the transactions contemplated by this Agreement and the financing documents, in form and substance satisfactory to the Bank.

(iv) No Default, Etc. No Default shall have occurred and be continuing as of the closing date or will result from the execution and delivery of the Agreement or the issuance of the Letter

of Credit and the representations and warranties made by the County shall be true and correct in all material respects on and as of the closing date.

(vi) Other Documents. The Bank shall have received such other documents, certificates and opinions as the Bank or its counsel shall have reasonably requested.

SECTION 11. REPRESENTATIONS AND WARRANTIES. The County represents and warrants to the Bank that:

A. Organization. The County is a political subdivision of the State of Florida.

B. Authorization of Agreement and Related Documents. The County has the power and has taken all necessary action to authorize the execution, delivery and performance of the County's obligations under this Agreement in accordance with its terms. This Agreement has been duly executed and delivered by the County and is the legal, valid and binding obligation of the County enforceable against the County in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization or moratorium applicable to the County and general equitable principles regarding the availability of specific performance.

C. Non-Ad Valorem Revenues. The County currently receives the Non-Ad Valorem Revenues, and is legally entitled to covenant to budget and appropriate from such Non-Ad Valorem Revenues sufficient amounts in each Fiscal Year to pay the County Payment Obligations when due, subject to any prior liens or encumbrances on such Non-Ad Valorem Revenues, whether now existing or hereafter created. The Non-Ad Valorem Revenues are estimated to be sufficient to pay the County Payment Obligations as the same becomes due and to make all other payments required to be made from such Non-Ad Valorem Revenues by the terms of this Agreement or other instruments to which the County is a party or pursuant to which all or any portion of the Non-Ad Valorem Revenues may be obligated.

D. Financial Statements. The financial statements of the County for the year ended September 30, 2008, copies of which have been furnished to the Bank, have been prepared in accordance with generally accepted accounting principles and present fairly the financial condition of the County as of such date and the results of its operations for the period then ended. Since such date, there has been no material adverse change in the financial condition, revenues (including, without limitation, Non-Ad Valorem Revenues), properties or operations of the County.

SECTION 12. NOTICES. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, to the parties at the following addresses:

County:	Miami-Dade County, Florida 111 N.W. 1st Street Miami, Florida 33128 ATTENTION: Finance Director
Bank:	Wachovia Bank, National Association

200 S. Biscayne Boulevard, 15th Floor
Miami, Florida 33131,
ATTENTION: Lance Aylsworth

Any of the above parties may, by notice in writing given to the others, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. Communication to the Bank via telecopier shall be confirmed by delivery of a hard copy thereof to the Bank not later than two (2) Business Days after such communication by telecopier. Notices to the Paying Agent shall be effective only upon the receipt thereof by the Paying Agent.

SECTION 13. EVENTS OF DEFAULT DEFINED. The following shall be "Events of Default" under this Agreement and the term "Events of Default" shall mean (except where the context clearly indicates otherwise), whenever such term is used in this Agreement, any one or more of the following events:

A. Failure by the County to timely pay any County Payment Obligations on the date on which such is due and payable;

B. Failure by the County to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement for a period of thirty (30) days after written notice, except to the extent some other grace period shall be provided in regard to a covenant, specifying such failure and requesting that it be remedied, is given to the County by the Bank, unless the Bank shall agree in writing to an extension of such time prior to its expiration;

C. Any warranty, representation or other statement by the County or by an officer or agent of the County contained in this Agreement or in any instrument furnished in compliance with or in reference to this Agreement is false or misleading in any material adverse respect;

D. A petition is filed against the County under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, and an order for relief is entered or such petition is not dismissed within sixty (60) days of such filing;

E. The County files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect or consents to the filing of any petition against it under such law;

F. The County admits insolvency or bankruptcy or its inability to pay its debts as they become due or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including without limitation a receiver, liquidator or trustee) of the County or any of its property is appointed by court order or takes possession thereof and such order remains in effect or such possession continues for more than 60 days;

G. Any enterprise fund indebtedness of the County in excess of $20,000,000, any debt of the County payable from or secured by a covenant to budget and appropriate Non Ad Valorem Revenues, or any debt of the County to the Bank, (i) is not paid when due nor within any applicable grace period in any agreement or instrument relating to such debt, (ii) becomes due and payable before its normal maturity by reason of a default or event of default, however, described, or (iii) becomes subject to a moratorium; or

H. The entry of one or more final, non-appealable judgments or orders (other than any such judgment or order relating to an enterprise fund of the County) for the payment of money in excess of $50,000,000 in the aggregate against the County not covered by insurance and such judgment(s) or order(s) shall continue unsatisfied and unstayed for a period of thirty (30) days.

SECTION 14. REMEDIES. The Bank may sue to protect and enforce any and all rights, including the right to the appointment of a receiver, existing under the laws of the State of Florida, of the United States of America, or granted and contained in this Agreement, and to enforce and compel the performance of all duties required by this Agreement or by any applicable laws to be performed by the County, the Board Of County Commissioners or by any officer thereof, and may take all steps to enforce this Agreement to the full extent permitted or authorized by the laws of the State of Florida or the United States of America.

In addition, upon the occurrence of an Event of Default described in Sections 13D or 13E above, and upon the occurrence of any other Event of Default and 30 days notice to the County by the Bank, the principal of and interest on the Term Loan, if any, shall immediately become due and payable.

During the occurrence of an Event of Default all amounts outstanding hereunder shall bear interest at the default rate equal to equal to the lesser of (i) the Base Rate plus three percent (3%) per annum, or (ii) the maximum rate permitted by applicable law.

SECTION 15. NO RECOURSE. No recourse shall be had for the payment of any County Payment Obligations or for any claim based on the Letter of Credit or on this Agreement, against any present or former member or officer of the Board Of County Commissioners or any person executing this Agreement.

SECTION 16. OBLIGATIONS ABSOLUTE. .The obligations of the County under this Agreement shall be absolute, unconditional and irrevocable, and shall be paid strictly in accordance with the terms of this Agreement, under all circumstances whatsoever, including, without limitation, the following circumstances:

(a) Any lack of validity or enforceability of the Letter of Credit or any other agreement or instrument related thereto;

(b) Any amendment or waiver of or any consent to departure from the terms of the Letter of Credit or any other agreement or instrument related thereto;

(c) The existence of any claim, setoff, defense or other right which any of the County, may have at any time against any beneficiary or any transferee of the Letter of Credit (or any Person for whom any such beneficiary or any such transferee may be acting), the Bank or any other Person, whether in connection with this Agreement, the Letter of Credit, the project financed or any unrelated transaction;

(d) Any statement, draft or other document presented under the Letter of Credit proving to be forged, fraudulent, invalid or insufficient in any respect, or any statement therein being untrue or inaccurate in any respect whatsoever;

(e) The surrender, exchange or impairment of any security for the performance or observance of any of the terms of this Agreement; or

(f) Any other circumstance (other than payment) which might otherwise constitute a defense available to, or a discharge of, the County, except subject to the qualification that obligations may be reinstated upon bankruptcy, notwithstanding payment in full of the County's obligations to the Bank.

SECTION 17. LIABILITY OF BANK. Neither the Bank nor any of its officers, directors, employees, agents or consultants shall be liable or responsible for:

(a) the use which may be made of the Letter of Credit or for any acts or omissions of the Beneficiary or any beneficiary or transferee in connection therewith;

(b) the validity, sufficiency or genuineness of documents, or of any endorsements thereon, even if such documents should in fact prove to be in any or all respects invalid, insufficient, inaccurate, fraudulent or forged;

(c) payment by the Bank against presentation of documents which do not comply with the terms of the Letter of Credit, including failure of any documents to bear any reference or adequate reference to the Letter of Credit; or

(d) any other circumstances whatsoever in any way related to the making or failure to make payment under the Letter of Credit;

except only that the County shall have a claim against the Bank, and the Bank shall be liable to the County, to the extent but only to the extent, of any direct, as opposed to consequential, damages suffered by the County which the County proves were caused by (i) willful misconduct of the Bank in determining whether documents presented under the Letter of Credit complied with the terms of the Letter of Credit or (ii) wrongful failure of the Bank to pay under the Letter of Credit after the presentation to it by the Beneficiary of documents strictly complying with the terms and conditions of the Letter of Credit. In furtherance and not in limitation of the foregoing, the Bank may accept documents that appear on their face to be in order, without responsibility for further investigation.

SECTION 18. PARTICIPATIONS. The Bank shall have the right to grant participations in the Letter of Credit to one or more other banking institutions, and such participants shall be

entitled to the benefits of this Agreement, including, without limitation, Sections 16 and 17 hereof, to the same extent as if they were a direct party hereto; provided, however, that no such participation by any such participant shall in any way affect the obligation of the Bank under the Letter of Credit and the County may deal exclusively with the Bank for all purposes of this Agreement notwithstanding such participation; and provided further, that the County shall have no greater liability under this Agreement to the Bank and all participants banks that it would have had to the Bank alone had no participations occurred. The Bank may disclose to any participants or prospective participants any information or other data or material in the Bank's possession relating to this Agreement, without the consent of or notice to the County.

SECTION 19. PAYMENTS DUE ON SATURDAYS, SUNDAYS AND HOLIDAYS. In any case where the date for making any payment or the last date for performance of any act or the exercise of any right, as provided in this Agreement, shall be other than a Business Day, then such payment or performance shall be made on the succeeding Business Day with the same force and effect as if done on the nominal date provided in this Agreement, provided that interest on any monetary obligation hereunder shall accrue at the applicable rate to and including the date of such payment.

SECTION 20. AMENDMENTS, CHANGES AND MODIFICATIONS. This Agreement may be amended by the County and the Bank only by an instrument in writing signed by the parties.

SECTION 21. ENTIRE AGREEMENT. This Agreement and the documents and instruments executed and delivered contemporaneously herewith embody the entire agreement and understanding between the parties hereto and supersede all prior agreements and understandings of such persons, verbal or written, relating to the subject matter hereof. This agreement and the documents and instruments executed in connection herewith represent the final agreement between the parties and may not be contradicted by prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

SECTION 22. BINDING EFFECT. To the extent provided herein, this Agreement shall be binding upon the County and the Bank and shall inure to the benefit of the County and the Bank and their respective successors and assigns.

SECTION 23. SEVERABILITY. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

SECTION 24. EXECUTION IN COUNTERPARTS. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 25. APPLICABLE LAW. This Agreement shall be governed by and construed in accordance with the laws of the State.

SECTION 26. WAIVER OF JURY TRIAL. To the extent permitted by applicable law, each of the County and the Bank, knowingly, voluntarily and intentionally waives any right each may have to a Trial by Jury in respect of any litigation based on, or arising out of, under or in connection with this Agreement, the Letter of Credit or any agreement contemplated to be executed in connection with this Agreement, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of any party with respect hereto. This provision is a material inducement to the Bank to enter into this Agreement.

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

MIAMI-DADE COUNTY, FLORIDA

(SEAL)

By: _____
Finance Director

APPROVED AS TO LEGAL FORM:

_____
Assistant County Attorney

WACHOVIA BANK, NATIONAL ASSOCIATION

By: _____
Title:

EXHIBIT A

FORM OF LETTER OF CREDIT

IRREVOCABLE STANDBY LETTER OF CREDIT

ISSUER: **WACHOVIA BANK, NATIONAL ASSOCIATION**

PLACE FOR PRESENTATION OF DRAFT: Wachovia Bank, National Association
1950 W. Hillsboro Boulevard
Deerfield Beach, Florida 33442

APPLICANT: **Miami-Dade County, a political subdivision of State of Florida**

BENEFICIARY: STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
OFFICE OF COMPTROLLER
MS 42B, 605 SUWANNEE STREET
TALLAHASSEE, FLORIDA 32399

LETTER OF CREDIT NUMBER: XX-xxxx

PLACE AND DATE OF ISSUE: Winston-Salem, North Carolina. September __, 2009

AMOUNT: $75,000,000

EXPIRATION DATE: _____, 20__.

The Issuer hereby issues this Irrevocable Standby Letter of Credit in favor of the State of Florida, Department of Transportation, for any sum or sums up to the aggregate amount of SEVENTY-FIVE MILLION United States Dollars ($75,000,000), available by draft at sight drawn on the Issuer. Any draft under this Credit shall:

1. Identify this Irrevocable Standby Letter of Credit by the name of the Issuer, and the Letter of Credit number, amount, and place and date of issue; and

3. State one of the following:

   "The date of such draft is a date on or after the later of (i) Substantial Completion (as defined in the MASTER AGREEMENT FOR THE PORT OF MIAMI TUNNEL AND ACCESS IMPROVEMENT PROJECT effective _____ among the County, the City of Miami, Florida and the State of Florida, Department of Transportation (the "Master Agreement")) and (ii) the date the County is required to make its first payment under the Master Agreement in accordance with the payment option selected by the County under the Master Agreement, and further this drawing is due to County's failure to pay the

amounts due and payable by the County under Section 6.c.(2) of the Master Agreement."

or

"This drawing is being made because the Issuer of the Letter of Credit upon which draft is made has failed to maintain the financial or organizational requirements established in Rule 14-116, Florida Administrative Code or because the Issuer of the Letter of Credit upon which draft is made has failed to maintain a rating by Moody's Investors Service or Standard & Poors of at least "Aa3" or "AA-", respectively. The beneficiary has given the County and the Issuer written notice (at the addresses and in the manner set forth above) at least 60 days prior to the date of this draft, that it intends to draw upon the Letter of Credit for one of the reasons set forth in this paragraph and has not received a qualifying substitute, supporting or facing letter of credit in form and substance satisfactory to the Beneficiary."

or

"This drawing is being made because we have been notified that the Letter of Credit will not be extended beyond the current Expiration Date and a satisfactory replacement has not been provided as of 14 days prior to the current Expiration Date."

All drafts will be honored if presented to Wachovia Bank, National Association, 200 S. Biscayne Boulevard, Miami, Florida, Attention: International Division on or before_____, 20__, or any extended expiration date.

Drawings by facsimile to facsimile number ( ) _____ are acceptable (each such drawing, a "Fax Drawing") provided, however, that a Fax Drawing will not be effectively presented until Beneficiary confirms, by telephone, Issuer's receipt of such Fax Drawing by calling Issuer at telephone number ( ) _____. Issuer will acknowledge Beneficiary's presentment by e-mail to the e-mail address provided to Issuer in the Fax Drawing.

The amount available to be drawn under this Letter of Credit will be reduced automatically by the amount of any drawing hereunder. Further, upon receipt by us of a certificate of the County in the form of Exhibit A-1 or A-2 hereto, the amount available to be drawn hereunder shall be automatically reduced by the amount specified in such certificate. Such reduction shall be effective as of the next Business Day following the date of delivery of such certificate.

This Letter of Credit shall be automatically extended for successive periods of one year, without amendment, from the stated expiration date and each extended expiration date unless we send the State of Florida, Department of Transportation written notice of our intent not to extend the credit; which notice must be sent at least thirty (30) days prior to the expiration date of the original term hereof or any extended one (1) year term, by registered or certified mail or overnight courier, to the Comptroller of the Florida Department of Transportation at the Office of Comptroller, Mail Station 42B, 605 Suwannee Street, Tallahassee, Florida 32399, or any other address specified in writing to the Issuer at the above address by the Comptroller, Florida Department of Transportation.

This Letter of Credit is subject to the rules of the "International Standby Practices" ISP98, if a conflict between ISP98 and Florida law should arise, Florida law shall prevail.

Issuer: WACHOVIA BANK, NATIONAL ASSOCIATION

By: _____
Title: