

**FIRST AMENDMENT TO REAL ESTATE  
PURCHASE AND EXCHANGE AGREEMENT**

THIS FIRST AMENDMENT TO REAL ESTATE PURCHASE AND EXCHANGE AGREEMENT ("**Amendment**") is entered into as of \_\_\_\_\_, 2015 ("**Amendment Date**"), by and between All Aboard Florida - Operations LLC, a Delaware limited liability company ("**AAF**"), Florida East Coast Railway, L.L.C., a Florida limited liability company ("**FECR**"), and City of Fort Lauderdale, a Florida municipal corporation (the "**City**"). AAF, FECR and the City shall each be referred to as a "Party" and collectively, as the "Parties".

**RECITALS**

A. The Parties have previously entered in to that certain Real Estate Purchase And Exchange Agreement with an effective date of April 1, 2015 (the "**Agreement**"; capitalized terms used in this Amendment, unless specifically defined herein, shall have the meaning given to such terms in the Agreement) for the purchase and sale of property located in Broward County, Florida.

B. The Parties desire to amend the Agreement as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**AMENDMENT**

1. **Recitals.** The foregoing recitals are true and correct and are hereby incorporated into the Amendment by this reference.

2. **Exhibits A and B.** Exhibit A and Exhibit B to the Agreement are deleted in their entirety and replaced with the Exhibit A and Exhibit B attached hereto.

3. **Uniform Relocation Act.** Section 32 is deleted in its entirety and replaced with the following:

**Uniform Relocation Act.** AAF, its subsidiaries and affiliates, and FECR, its subsidiaries and affiliates, acknowledge this transaction falls under the jurisdiction of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (the "Act"). AAF and FECR agree to cooperate with the City and comply with the Act. Further, FECR, its subsidiaries and/or affiliates, and AAF, its subsidiaries or affiliates, waive any and all rights either of them may have to receive any compensation or damages as provided under the Act or any similar federal, state or local laws, regulations or ordinances with respect to the FECR Property. If during the Inspection Period a determination is made that FECR or the current tenant on the FECR Property are entitled to receive compensation or damages under the Act, the City shall bear the cost of said compensation or damages."

4. **Miscellaneous.** Except as modified or amended by this Amendment, the Parties hereby ratify and confirm the Agreement in all respects and the same shall remain in full force and effect and be binding on the Parties in accordance with its terms. This Amendment shall be binding upon and inure to the benefit of the Parties, and their respective heirs, personal representatives, successors and assigns. No additions or modifications of any term or provision of this Amendment shall be effective unless set forth in writing, signed by the Party against whom enforcement of such addition or modification is sought.

5. **Counterparts.** This Amendment may be executed in two or more counterparts each of which shall be an original but all of which shall constitute one instrument. An executed facsimile copy or e-mail delivery of a “.pdf” format data file shall be an acceptable form of acceptance of this Amendment, and shall be considered an original for all purposes.

6. **Petition to Vacate Alley.** AAF acknowledges that the City has filed and is processing an application to vacate the alley on the City Property. At Closing, the City shall assign all right, title and interest under the application to AAF and AAF shall assume responsibility for completing the application. Further, the Agreement is amended to reflect that AAF shall be responsible for all costs and expenses, including without limitation, relocation of any utilities, associated with completing the application.

7. **Condition of FECR Property and City Property.** Both Parties ratify and confirm that each Party is acquiring the respective property in an “as-is” condition with all faults and without any representation or warranty on the part of the conveying Party.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the Amendment Date.

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_

Witnesses as to AAF

AAF:

All Aboard Florida - Operations LLC, a  
Delaware limited liability company

By: \_\_\_\_\_  
Kolleen Cobb, Vice President

Date: \_\_\_\_\_

**FECR:**

Florida East Coast Railway, L.L.C., a  
Florida limited liability company

\_\_\_\_\_

\_\_\_\_\_

Witnesses as to FECR

By: \_\_\_\_\_

Title: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

[Signatures continue on next page]

AGREED TO AND ACCEPTED

WITNESSES:

CITY OF FORT LAUDERDALE

\_\_\_\_\_

By \_\_\_\_\_  
John P. "Jack" Seiler, Mayor

\_\_\_\_\_  
[Witness type or print name]

By \_\_\_\_\_  
Lee R. Feldman, City Manager

\_\_\_\_\_  
Witness type or print name]

ATTEST:

\_\_\_\_\_  
Jonda K. Joseph, City Clerk

Approved as to form:

\_\_\_\_\_  
Lynn Solomon, Assistant City Attorney

**EXHIBIT A**

**DESCRIPTION OF CITY PROPERTY**

**EXHIBIT B**

**DESCRIPTION OF FECR PROPERTY**



