

CITY OF HALLANDALE  
CITY MANAGER



2014 JUL -1 PM 1:53

**Robert B. Ledoux**  
Senior Vice President, General Counsel  
and Corporate Secretary

June 13, 2014                   **VIA FEDEX**

City of Hallandale Beach  
Ms. Renee C. Miller  
City Manager  
400 South Federal Highway  
Hallandale Beach, FL 33009

**Re: Agreement between Florida East Coast Railway, L.L.C. ("FECR"), City of Hallandale Beach (the "Licensee") and All Aboard Florida – Operations LLC ("AAF") with regard to the documents listed on Exhibit A hereto (as amended and assigned to date, the "Crossing Agreements") relating to the crossings referenced therein (the "Crossings")**

Dear Ms. Miller:

This letter shall serve to memorialize the agreement reached between Licensee, FECR and AAF relating to the Crossing Agreements in existence that govern the Crossings (as such Crossings are more particularly defined in the Crossing Agreements) and terms relating to the construction, maintenance and safety of such Crossings. Specifically, and without modification to any other term, obligation or condition set forth in the Crossing Agreements, Licensee, FECR and AAF hereby agree to the following terms and conditions, in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties:

AAF is developing an intercity passenger rail service from Miami to Orlando (the "Project").

AAF shall incur the necessary and reasonable capital investments to complete the initial installation of crossing improvements at the Crossings to the extent required for the Project to comply with currently applicable laws regarding safety at public crossings and commence passenger rail service (the "Initial Development Cost"). It is acknowledged and agreed, however, that the AAF's commitment to cover the Initial Development Cost for the installation of crossings improvements at the Crossings for the Project shall not encompass the cost of any other improvements to the Crossings, including any improvements required or desired by Licensee such as those related to the establishment of quiet zones. The Initial Development Cost expressly excludes any and all costs related to such other improvements.

In consideration of the foregoing, Licensee confirms the following:

- The Crossings, as improved for the Project, shall continue to be governed by the Crossing Agreements.
- The Licensee shall not be responsible for the Initial Development Cost, but shall be liable for any and all other costs due under the Crossing Agreements with respect to the Crossings as improved, provided, however, that Licensee shall be entitled to receive an estimate of any and all costs or expenses to be paid by Licensee pursuant to the Crossing Agreements at least ninety (90) days in advance of the date by which payment shall be due.

A handwritten signature in blue ink, appearing to be 'R. Ledoux', located in the bottom right corner of the page.

- AAF is an intended third-party beneficiary of the Crossing Agreements, with the right to enforce the terms and conditions thereof.
- Except as expressly provided herein with regard to the planned improvements to the Crossings, the Initial Development Cost and AAF's beneficiary status, all of the terms, conditions, covenants, agreements and understandings contained in the Crossing Agreements shall remain unchanged and in full force and effect, and the same are hereby expressly ratified and confirmed by the Licensee. This includes, without limitation, the Licensee's continuing obligations related to construction, maintenance, safety, future changes and upgrades to the Crossings and the reimbursement of costs, all of which would continue to be governed by the Crossing Agreements, provided, however, that Licensee shall be entitled to receive an estimate of any and all costs or expenses to be paid by Licensee pursuant to the Crossing Agreements at least ninety (90) days in advance of the date by which payment shall be due.

If these terms are acceptable, please sign this letter in the space provided at the end of this signature page and return that signed document to us. To facilitate this process, it is agreed that this letter will be executed in counterparts, each of which will be deemed to be an original copy of this letter and all of which, when taken together, will be deemed to constitute one and the same agreement. It is also agreed that signed counterparts may be transmitted electronically (as an Adobe PDF file) or by facsimile, and that delivery in that way shall have the same force and effect as the delivery of original signatures. Also, this letter will be construed in accordance with the laws of the State of Florida, without regard to conflict of laws principles. Please understand, however, that the terms of this letter and any offer presented herein will expire and shall be null and void on the date that is 60 days of the date hereof if it has not been executed and returned to us by then. Further, if the improvements at the Crossings for the Project are not completed by December 31, 2018, the terms of this letter and any offer presented herein will expire and will be null and void.

We do hope to hear from you soon and look forward to working together. If you should have any questions, please contact our team at your convenience.

Sincerely,

**Florida East Coast Railway, L.L.C.**

By: Robert B. Ledoux  
 Print Name: ROBERT B. LEDOUX  
 Print Title: SVP

**All Aboard Florida – Operations LLC**

By: Donald C. Tabina  
 Print Name: DONALD C. TABINA  
 Print Title: President TCOO

**AGREED, ACKNOWLEDGED  
AND CONFIRMED:  
City of Hallandale Beach**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_

Cc: Robert Ledoux, FECR  
Margarita Martinez Miguez, AAF  
Lynn Whitfield, Esq., City Attorney

**EXHIBIT A**  
**LIST OF CROSSING AGREEMENTS**

N.E. 3rd Street – DOT# 272591F

S.W. 3rd Street – DOT# 272593U

From: (305) 854-0800  
Tony Recio  
Weiss Serota Helfman  
2525 PONCE DE LEON BLVD.  
SUITE 700  
CORAL GABLES, FL 33134

Origin ID: JDMA



Ship Date: 27JUN14  
ActWgt: 1.0 LB  
CAD: 5546682/NET3490

Delivery Address Bar Code



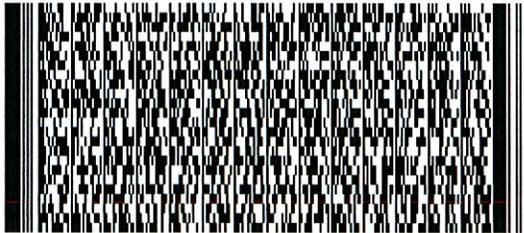
SHIP TO: (305) 854-0800  
**Ms. Renee C. Miller**  
**City of Hallandale Beach**  
**400 South. Federal Highway**  
  
**Hallandale Beach, FL 33009**

BILL SENDER

Ref # 806.001  
Invoice #  
PO #  
Dept #

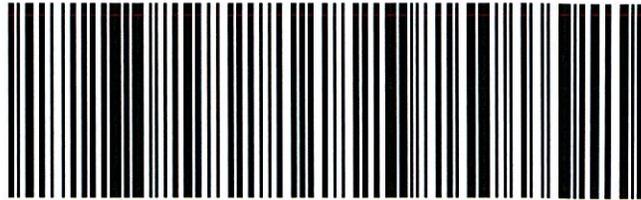
TUE - 01 JUL AA  
\*\* 2DAY \*\*

TRK# 7704 4988 3793  
0201



**32 TMBA**

**33009**  
FL-US  
FLL



522G5/9BC4/F220

**After printing this label:**

1. Use the 'Print' button on this page to print your label to your laser or inkjet printer.
2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

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