

**FIRST AMENDMENT TO
NOVEMBER 25, 2018 SETTLEMENT AGREEMENT**

This First Amendment (“Amendment”) is made and entered into this 27th day of August, 2024 (the effective date) by and between Martin County, Florida, a political subdivision of the State of Florida (“Martin”) and Brightline Trains Florida LLC (“Brightline”).

WHEREAS, Martin, Brightline and Citizens Against Rail Expansion (“CARE”) entered into a Settlement Agreement dated November 25, 2018 (“Agreement”) settling their differences with the operation and financing of Brightline’s passenger rail service in Martin County.

WHEREAS, CARE, also known as CAREFLORIDA, LLC, is no longer active and was administratively dissolved on September 27, 2019 by the Florida Department of State, Division of Corporations.

WHEREAS, Section 6 of the Agreement requires Brightline to build at least one train station on the Treasure Coast (Martin or St. Lucie County).

WHEREAS, on October 23, 2023 Brightline issued a Treasure Coast Request for Proposals soliciting both government and private proposals for the location and construction of a train station in either Martin or St. Lucie Counties.

WHEREAS, Martin and the City of Stuart (Stuart) approved an Interlocal Agreement dated December 12, 2023 regarding a joint proposal to Brightline for a train station and parking on County owned parcels.

WHEREAS, Martin and Stuart submitted a joint proposal dated December 20, 2023 in response to Brightline’s October 12, 2023 Request for Proposals.

WHEREAS, by a letter dated March 4, 2024 Brightline notified the City of Stuart and Martin that their joint proposal for a train station and parking in Stuart was selected subject to an extensive list of terms which included amendments to the Agreement.

WHEREAS, Martin and Stuart amended their December 12, 2023 Interlocal Agreement on August 27, 2024 to clarify and finalize their responsibilities pursuant to Brightline’s selection of Martin and Stuart’s joint proposal.

WHEREAS, in accordance with Section 17. of the Agreement, Martin and Brightline agree to amend the Agreement to facilitate the construction and operation of the above described train station in Stuart, Florida.

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

I. Section 3. Martin Aerial Pedestrian Bridge is hereby amended in its entirety and restated as follows:

(a) Subject to the concurrence of FECR, Brightline agrees to Martin's construction of an aerial pedestrian bridge over the FECR ROW at a location in Stuart, Florida, mutually agreeable to Martin and Brightline.

(b) Martin agrees to execute FECR's standard form Aerial Easement Agreement, pursuant to which Martin will pay FECR a onetime aerial easement fee in an amount to be negotiated between Martin and FECR. The grant of the aerial easement shall be subject to compliance with FECR and Brightline engineering requirements and approvals. Martin agrees that the indemnity and insurance obligations under FECR's standard form Aerial Easement Agreement shall be modified to extend to both FECR and Brightline.

(c) Construction. Martin shall be solely responsible for the cost and construction of the aerial pedestrian bridge and any liability associated therewith; provided, however, that the method and manner of construction and maintenance (but not any bidding process including awards of bids) shall be subject to the approval of FECR and Brightline, to ensure non-interference with rail or fiber optic operations.

(d) Maintenance. Martin shall be solely responsible for the actual maintenance of the aerial pedestrian bridge and the cost of maintenance and replacement of the aerial pedestrian bridge, as needed.

II. Section 4. Martin Fencing is hereby amended in its entirety and restated as follows:

(a) In accordance with FRA requirements and the Final Environmental Impact Statement for the Brightline Project ("FEIS"), Brightline shall perform a Hazard Analysis within the timeframe provided by 49 C.F.R. § 270. That Hazard Analysis shall include an evaluation designed to determine the locations within Martin where fencing of the FECR ROW is required or recommended for safety. Other than Brightline, none of the parties to this Agreement shall have any role in performing the Hazard Analysis. Brightline shall not be obligated to provide Martin a copy of the Hazard Analysis in view of 49 C.F.R. § 270 which provides that the Analysis is confidential and exempt from disclosure. Brightline shall instead provide the other parties with a list of the locations within Martin where fencing of the FECR ROW was determined to be required or recommended for safety. Brightline shall install and maintain fencing in such locations, at its own expense. Martin shall have no responsibility, including but not limited to financial or liability, pertaining to the installation or maintenance such fencing.

(b) Brightline agrees to install and maintain, at its sole cost and expense subject to reimbursement from grant funding, all fencing identified in the RAISE Trespassing Prevention Project described below within Martin County. Brightline agrees the fencing to be installed pursuant to Section 4(b) herein shall include the fencing outlined in the tables below, subject to the approval of FECR to ensure non-interference with rail or

fiber optic operations:

RAISE Project <i>Mile Posts</i>	Segment Length	
	<i>Feet</i>	<i>Miles</i>
MP 255.3 to MP 255.5	978.34	0.19
MP 255.5 to MP 256.1	3320.77	0.63
MP 256.1 to MP 256.3	298.9	0.06
	287.77	0.05
	227.12	0.04
	248.75	0.05
MP 256.3 to MP 256.8	2465.03	0.47
MP 256.8 to MP 257.0	1073.42	0.2
MP 257.4 to MP 257.9	2604.03	0.49
MP 260.8 to MP 260.9	154.85	0.03
	233.81	0.04
MP 261.7 to MP 261.9	650.13	0.12
MP 264.8 to MP 265.1	650.13	0.12
MP 264.8 to MP 265.1	1505.05	0.29
MP 265.4 to MP 265.8	1975.53	0.37
MP 266.8 to MP 266.9	404.88	0.08
MP 268.5 to MP 267.7	1104.62	0.21
MP 271.4 to MP 272.0	2676.67	0.51
MP 272.1 to MP 272.6	2720.78	0.52
MP 273.4 to MP 273.7	1574.77	0.3
MP 273.7 to MP 273.8	505.95	0.1
MP 278.5 to MP 278.7	540.2	0.1
	585.9	0.11
MP 279.3 to 279.5	620.56	0.12
Total	26757.65	5.07

MC Additional Segments <i>Mile Posts</i>	Segment Length	
	<i>Feet</i>	<i>Miles</i>
MP 257.2 to MP 257.4	637.04	0.12
	343.91	0.07
MP 258.0 to MP 258.3	1618.31	0.31
MP 265.1 to MP 265.2	848.07	0.16

MP 266.9 to MP 267.0	357.15	0.07
MP 272.9 to MP 273.0	165.96	0.03
MP 275.8 to MP 275.9	222.01	0.04
MP 276.4 to MP 276.5	198.04	0.04
Total	4390.49	0.83

(c) In the event that Martin or Brightline elects to seek federal, state, or other grant money to defray the cost of any fencing, installation, or maintenance under this paragraph 5, the other party shall cooperate in such efforts.

(d) The fencing to be installed shall be Florida Department of Transportation “Type B” fencing.

III. Section 6. Brightline Station in the Treasure Coast is hereby amended in its entirety and restated as follows:

Within 5 years of commencement of Brightline's passenger revenue train service from West Palm Beach to Orlando, Brightline agrees to build at least one train station (“Station”) in the Treasure Coast, subject to receipt of all applicable governmental permits and approvals with respect thereto. The Station will be located in Martin County. Following completion of the Station, at least two northbound and two southbound Brightline trains will stop at the Station each day. Martin agrees:

- (a) To pay the City of Stuart up to Fifteen Million Dollars (\$15,000,000.00) for the design and development of the Station to be developed in the City of Stuart (“Stuart”), including both front and back of house areas, platform, canopy, entry plaza, service yard and all necessary rail infrastructure, including, but not limited to, all the necessary track, ballast, ties, civil, signal/communication, and special track work/equipment (covering both hard and soft costs);
- (b) To convey to Stuart property for the Station and parking as more particularly described in Exhibit “A”, which is attached hereto and incorporated herein, in accordance with the above described 2024 Amended Interlocal Agreement between Martin and Stuart. Brightline acknowledges and agrees that Martin’s payment of up to Fifteen Million Dollars to Stuart, and the conveyance of the Station Land shall satisfy the previous agreement by Martin to pay up to 50% of the Station cost upon Brightline’s request.

In the event the applicable County and/or municipality or Brightline elects to seek federal, state, or other grant money to defray the cost of construction of such Station(s) under this paragraph, the other party shall coordinate in good faith with such efforts.

During design, Brightline agrees to identify a potential area within the parking area to allow for the future construction of an additional aerial pedestrian bridge at that location. Nothing herein shall obligate Brightline to construct or pay for such pedestrian bridge.

IV. Section 9. Commitments of Martin and CARE Regarding the Brightline Project is hereby amended by adding the following paragraphs (f), (g) and (h):

(f) Martin agrees to maintain or provide any and all approvals or agreements necessary from Martin for Brightline or one or more of its affiliates to finance, refinance or reimburse costs associated with the Station and other costs of the portion of the Brightline Project located in Martin County with the proceeds of revenue bonds issued by the Florida Development Finance Corporation (“FDFC”), including without limitation, maintaining in effect Martin County’s existing Joinder to the Interlocal Agreement among Orange County, certain other participating public agencies and FDFC, or executing an additional Joinder or additional Interlocal Agreement with FDFC with respect to the costs of the portion of the Brightline Project located in Martin County. For clarity, Brightline agrees and acknowledges that, under no circumstances, will Martin face any financial obligation with respect to revenue bonds issued by FDFC or operating costs with respect to the Station or costs related to the Brightline Project.

(g) In accordance with Stuart and Martin’s joint proposal to Brightline, Martin’s Tourist Development Council approved an \$800,000 allocation in the Martin County Tourist Development Plan for the implementation of a marketing plan designed to promote and establish the Stuart Brightline Station. This was done on November 8, 2023 in accordance with Section 71.243, General Ordinances, Martin County Code.

(h) Martin agrees to cooperate with Brightline with respect to the SLRB Replacement Project, the closeout of any and all permits related to Brightline’s Phase II construction project and the modification of the crossing agreements as required by this Agreement.

V. In all other respects, the terms and provisions of the Agreement are hereby ratified and confirmed.

IN WITNESS WHEREOF, and intending to be legally bound hereby, Martin and Brightline have set their hands and seals to this First Amendment as of the effective date above.

Martin County, a political subdivision
of the State of Florida

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA


CAROLYN TIMMANN, CLERK
OF THE CIRCUIT COURT
AND COMPTROLLER

HAROLD E. JENKINS II, CHAIRMAN

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

SARAH W. WOODS, COUNTY ATTORNEY

Brightline Trains Florida LLC
A Delaware limited liability company

By  _____
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President


ATTESTED:
 _____
A695CD2E07404CC...n
Chief Legal Officer

EXHIBIT "A"

The Properties
(Consisting of 3 Parcels)

Parcel 1:

04-38-41-000-000-00310-1 .64 Acres

A parcel of land in the Southwest one-quarter of Section 4, Township 38 South, Range 41 East, Martin County, Florida, more particularly described as follows:

Starting at an iron post which marks the intersection of the East line of the right of way of F.E.C. Rwy, and the south line at East Fourth Street (being a paved street running east and west) in the Town of Stuart, Florida;

thence run Southeasterly along the east line of said railway right-of-way a distance of 712.85 feet to an iron post marking the N.W. corner of the tract herein described;

thence continuing southeasterly along the east line of said right-of-way 200 feet to an iron post;

thence northeasterly in a straight line at right angles to the east line of said railway right-of-way a distance of 140 feet to an iron post;

thence northwesterly in a straight line parallel to the east line of said railway right-of-way a distance of 90 feet to a point;

thence southwesterly in a straight line at right angles to the east line of said railway right-of-way a distance of 100 feet to a point;

thence northwesterly in a straight line parallel to the east line of said railway right-of-way a distance of 110 feet to a point;

thence southwesterly in a straight line at right angles to the east line of said railway right-of-way a distance of 40 feet to the point of beginning; and being a part of a tract of land conveyed by George W. Lainhart and Minnie H. Lainhart, his wife and George W. Potter and Ella D. Potter, his wife, to Southern Utilities Company by deed dated May 1, 1917, recorded in March 13, 1918, in Deed Book 99, page 203, among the public records of Palm Beach County, Florida, said lands now being in Martin County, Florida.

As recorded in Official Records Book 710, Page 2559, of the Public Records of Martin County, Florida.

Parcel 2:

04-38-41-010-000-00090-5 .65 Acres

Lots I and J, less the East 6 feet thereof, Lainhart & Potter's Addition To Stuart, according to Plat thereof filed 4 December, 1922 and recorded in Plat Book 9, page 61, Palm Beach (now Martin) County, Florida public records.

Being part of Parcel III in deed recorded in Official Records Book 696, Page 1898, of the Public Records of Martin County, Florida.

Parcel 3 (consisting of 3 subparcels):

04-38-41-004-004-00010-2 1.06 Acres

- A. Lot 1, Block 4, less the East 6 feet thereof, The 47 Acre Addition, according to plat thereof recorded in Plat Book 1, page 27, Martin County, Florida public records.

Being part of Parcel III in deed recorded in Official Records Book 696, Page 1898, of the Public Records of Martin County, Florida.

- B. Lots 2, 3 and 4, Block 4, The 47 Acre Addition to the City of Stuart, according to the plat thereof recorded in Plat Book 1, page 27, Martin County, Florida public records.

As recorded in Official Records Book 680, Page 839, of the Public Records of Martin County, Florida.

- C. Lots 5, 6, 7, 8, 9, 10, 11, 12, and 13, LESS the Southerly 15 feet of Lot 13, Block 4, The 47 Acre Addition to the City of Stuart according to plat thereof filed January 7, 1926 and recorded in Plat Book 1, page 27, Martin County, Florida public records.

Being Parcel IV in deed recorded in Official Records Book 696, Page 1898, of the Public Records of Martin County, Florida.