

**ASSIGNMENT AND AMENDMENT OF THE SUBRECIPIENT AGREEMENT FOR THE
FEDERAL RAILROAD ADMINISTRATION'S RAILROAD CROSSING ELIMINATION
GRANT FOR THE BROWARD COUNTY SEALED CORRIDOR PROJECT**

THIS ASSIGNMENT AND AMENDMENT OF THE SUBRECIPIENT AGREEMENT FOR THE FEDERAL RAILROAD ADMINISTRATION'S ("FRA") RAILROAD CROSSING ELIMINATION GRANT ("RCEP") FOR THE BROWARD COUNTY SEALED CORRIDOR PROJECT (the "Project") ("Assignment" and/or "Amendment"), dated this ____ day of _____, 2026, by and among THE BROWARD METROPOLITAN PLANNING ORGANIZATION, ("BMPO"), BRIGHTLINE TRAINS FLORIDA LLC, a Delaware limited liability company ("Assignor") and FLORIDA EAST COAST RAILWAY, L.L.C., a Florida limited liability company, together with its successor and assigns ("FECR") ("Assignee").

WHEREAS, BMPO and Brightline, entered into the Subrecipient Agreement related to the RCEP Grant for the Broward County Sealed Corridor Project (the "Project") dated February 13, 2025, a copy of which is attached hereto as Exhibit "A," and incorporated herein by reference (the "Subrecipient Agreement"); and

WHEREAS, the BMPO has requested that Brightline assign all of its rights, obligations, and interest in the Subrecipient Agreement to FECR, as of the Effective Date, to avoid any delays to the Project that may result from a dispute resolution process to resolve the issues; and

WHEREAS, to expedite the safety improvements to be constructed as part of the Project, Brightline, is willing to assign its rights, obligations and interest in the Subrecipient Agreement to FECR as of the Effective Date; and

WHEREAS, the BMPO consents to the complete assignment of Brightline's interests and obligations in the Subrecipient Agreement to FECR; and

WHEREAS, FECR, pursuant to this Assignment, and as of the Effective Date, agrees to accept all of Brightline's rights, obligations, and interest in the Subrecipient Agreement, subject to any amendments contained herein; and

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. **Effective Date.** This Assignment shall become effective on the last to occur of (a) payment in full of Brightline's invoices for work performed pursuant to the Subrecipient Agreement through March 15, 2026 by the BMPO and the Funding Partners; b) the execution of an assignment to and assumption by

FECR, in form and substance satisfactory to Brightline and FECR, of Brightline's rights and obligations under the Funding Partners Agreement; and (c) the execution of an assignment to and assumption by FECR, in form and substance satisfactory to Brightline and FECR, of Brightline's rights and obligations under that certain Work Order 01 dated June 18, 2025 between Brightline and HNTB Corporation (the "HNTB Agreement") whereby HNTB performed certain design consulting services on behalf of the Project. In the event that the foregoing conditions are not satisfied by April 15, 2026, this Assignment shall be null and void and of no further effect. Terms used but not otherwise defined herein shall have the same meanings as set forth in the Subrecipient Agreement.

2. **Assignment.** As of the Effective Date, Assignor hereby transfers, conveys, assigns, and sets over to Assignee all right, title and interest of Assignor in the Subrecipient Agreement. Assignor hereby represents and warrants to Assignee that, as of the Effective Date, (a) Assignor's execution and delivery of this Assignment has been duly authorized and (b) the person executing this Assignment on behalf of Assignor is fully authorized to execute it.

3. **Acceptance and Assumption.** As of the Effective Date, Assignee expressly accepts the assignment to it of the right, title and interest of Assignor in the Subrecipient Agreement, and assumes and agrees to be bound by the Subrecipient Agreement and to keep, perform and fulfill each and all of the covenants, agreements, terms, provisions, conditions and obligations required to be kept, performed and fulfilled by Assignor under the Subrecipient Agreement. Assignee agrees to indemnify, defend and hold harmless Assignor from any and all claims arising under the Subrecipient Agreement from and after the Effective Date; provided, however, that the foregoing indemnification shall not extend to any claims for reimbursement from the Federal Railroad Administration ("FRA") for grant funds paid to Brightline for project administration and management fees to the extent such demand for reimbursement arises from claims of Brightline noncompliance and so long as Brightline shall have been afforded the Equivalent Project Relief remedies set forth in Section 4.4 of the Subrecipient Agreement. Assignee hereby represents and warrants to Assignor that, as of the Effective Date, (a) Assignee's execution and delivery of this Assignment has been duly authorized and (b) the person executing this Assignment on behalf of Assignee is fully authorized to execute it.

4. BMPO agrees that the requirement in Section 10.2 of the Subrecipient Agreement that the Assignor shall be made a third party beneficiary to the Crossing Agreements and Crossing Agreement Amendments shall not be amended. BMPO further agrees that the requirement set forth in Article 4.2, Task 2 of Attachment 2, Project Specific Terms and Conditions of the RCEP Grant Agreement between the FRA and BMPO which requires Brightline review and concurrence to the Final Design for the Project shall not be amended.
5. Successors and Assigns. This Assignment is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.
6. Amendment to Subrecipient Agreement. FECR and BMPO agree to amend the Subrecipient Agreement in the following respects:

Section 13.1 of the Subrecipient Agreement is hereby deleted and replaced with the following:

13.1 Workers' Compensation. FECR is an entity covered by the Federal Employers' Liability Act ("FELA") which preempts State workers' compensation laws for covered railroad employees. FECR shall ensure that its contractors have Workers' Compensation Insurance for their employees in accordance with the applicable State law for all employees to be engaged at the site of the Project. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), FECR shall ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. FECR will ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under the applicable State law.

Except as amended herein, the BMPO and FECR agree that the terms of the Subrecipient Agreement shall remain in full force and effect.

7. The BMPO hereby joins and consents to the Assignment and acknowledges, agrees and confirms as follows:
 - 6.1. As of the Effective Date of the Assignment, Assignor is not in default under the Subrecipient Agreement, nor has any event occurred that with the providing of notice and/or the passage of time will result in a default under the Subrecipient Agreement.

6.2 As of the Effective Date of the Assignment, the BMPO hereby releases Assignor from any liability under the Subrecipient Agreement and waives any claims against Assignor thereunder and shall look solely to Assignee for performance of Assignor's obligations thereunder.

8. Signature/Counterparts. Telecopied or electronic facsimiles of signatures may be used in place of original signatures on this Assignment. Assignor and Assignee intend to be bound by the signatures on the telecopied or electronic facsimile document, are aware that the other party will rely on the telecopied or electronic facsimile signatures and hereby waive any defenses to the enforcement of the terms of this Assignment based on the form of signature. This Assignment may be executed in any number of counterparts, each of which when executed and delivered is deemed an original, but all of which together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Assignment of and Amendment to the Subrecipient Agreement.

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FLORIDA EAST COAST RAILWAY,
L.L.C., a Florida limited liability company

By: *Robert Ledoux*
Robert Ledoux | Mar 4 2026 12:11:18 EST

Print Name: Robert Ledoux

Title: Senior Vice President

4 day of March, 2026

ATTEST:

By: *Jessica Mercer*

Print Name: Jessica Mercer

Title: Manager Risk Management

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"BMPO"

BROWARD METROPOLITAN
PLANNING ORGANIZATION

By: _____
GREGORY STUART, Executive Director

By _____
YVETTE COLBOURNE, Chair

____ day of _____, 2026

____ day of _____, 2026

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY FOR THE USE OF AND
RELIANCE BY THE BMPO ONLY:

By: _____
Alan L. Gabriel, BMPO General Counsel
Weiss Serota Helfman Cole & Bierman PL

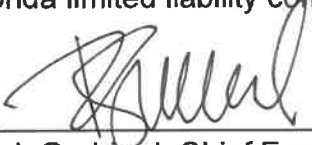
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WITNESSES:

BRIGHTLINE TRAINS FLORIDA LLC,
a Florida limited liability company

PETER WINDSCHMIDT
Print Name: Peter Windschmidt

Cynthia Bergmann
Print Name: CYNTHIA BERGMANN

By: 
Patrick Goddard, Chief Executive Officer









Assignment and Amendment of Subrecipient Agreement_FINAL

Final Audit Report

2026-03-04

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|-----------------|--|
| Created: | 2026-03-04 |
| By: | Andrew Riddle (riddlea@browardmpo.org) |
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"Assignment and Amendment of Subrecipient Agreement_FINAL" History

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