

**THIRD AMENDMENT TO THE
PREMISES LEASE AND USE AGREEMENT**

THIS THIRD AMENDMENT TO THE PREMISES LEASE AND USE AGREEMENT (the "Third Amendment") is made by and among THE GREATER ORLANDO AVIATION AUTHORITY, a public and governmental body created as an agency of the City, existing under and by virtue of the laws of the State of Florida, whose mailing address is One Jeff Fuqua Boulevard, Orlando, Florida 32827-4399 (the "Authority"), and ALL ABOARD FLORIDA – OPERATIONS LLC, a Delaware limited liability company authorized to conduct business in Florida, whose mailing address is 2855 LeJeune Road, 4th Floor, Coral Gables, Florida 33134 ("Rail Company").

WITNESSETH:

WHEREAS, the Authority and Rail Company entered into that certain Premises Lease and Use Agreement dated January 22, 2014 (the "Agreement"), as amended by that certain First Amendment to the Premises Lease and Use Agreement dated September 25, 2015 (the "First Amendment"), and that certain Second Amendment to the Premises Lease and Use Agreement dated December 23, 2015 (the "Second Amendment"); and

WHEREAS, pursuant to that certain Amended and Restated Operation and Use Agreement dated August 31, 2015, as amended, with the City, the Authority controls, operates, and maintains an airport in Orange County, State of Florida, known as Orlando International Airport (hereinafter referred to as the "Airport"); and

WHEREAS, the Parties desire to amend the terms of the Agreement relating to Primary Infrastructure Work to address changes to the primary infrastructure allowance costs required as a result of the Rail Company's delay in initiating the buildout of the tenant space within the Rail Station Building; and

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged, the parties hereto covenant and agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are hereby incorporated as covenants and agreements and are made a part hereof.
2. **Definitions.** Capitalized terms shall have the meaning ascribed in them in the Agreement unless modified herein.
3. **Exhibit "J".** Exhibit "J" of the Premises Lease and Use Agreement entitled Primary Infrastructure Work is hereby deleted and replaced with that certain Exhibit "J" attached hereto and incorporated herein.
4. Except as expressly modified in this Third Amendment and previous amendments, the Agreement shall remain in full force and effect as originally executed.

IN WITNESS WHEREOF, the parties hereto have each caused this Second Amendment to be executed by its authorized representative on the date so indicated below.

ATTEST:

Dayci S. Burnette-Snyder,
Assistant Secretary
Date: _____

“GOAA”
GREATER ORLANDO AVIATION
AUTHORITY

By: _____
Phillip N. Brown, A.A.E.
Executive Director

WITNESSES:

Printed Name: _____

Printed Name: _____

APPROVED AS TO FORM AND
LEGALITY this ____ day of
_____, 201__, for use and
reliance by the Greater Orlando Aviation
Authority, only.

Marchena and Graham, P.A., Counsel

By: _____
Marchena and Graham, P.A.

ATTEST:

**ALL ABOARD FLORIDA -
OPERATIONS LLC**

Kolleen Cobb,
Secretary

By: _____
Vincent Signorello,
Vice President

Date: _____

WITNESSES:

Printed Name: _____

Printed Name: _____

STATE OF FLORIDA

COUNTY OF MIMAI-DADE

The foregoing instrument was acknowledged before me this ____ day of _____, 201__, by Vincent Signorello, as Vice President of All Aboard Florida – Operations LLC, a Delaware limited liability company, on behalf of the limited liability company. He/She is personally known to me or produced a valid driver’s license as identification.

Notary Public
Printed Name: _____
My Commission Expires: _____

JOINDER

The City of Orlando hereby joins in the Orlando International Airport Premises Lease and Use Agreement dated _____, _____, between the Greater Orlando Aviation Authority and All Aboard Florida – Operations LLC, solely to acknowledge the City's consent to the term of the Lease.

Dated: _____, 201__

ATTEST:

CITY OF ORLANDO

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

[OFFICIAL SEAL]

THE USE AND RELIANCE OF THE CITY OF ORLANDO ONLY, THIS _____ DAY OF _____, 201__.

By: _____
Printed Name: _____
Title: _____

STATE OF FLORIDA
COUNTY OF ORANGE

Before me, the undersigned authority, duly authorized under the laws of the State of Florida to take acknowledgement, this day personally appeared _____ and _____, respectively _____ and _____ of the City of Orlando, who are personally known to me to be the individuals and officers described in and who executed the foregoing instrument on behalf of said City of Orlando, and severally acknowledged the execution thereof to be their free act and deed as such officers and that they were duly authorized to do so.

In witness whereof, I have hereunto set my hand and official seal at Orlando, in the County of Orange, State of Florida, this _____ day of _____, 201__.

Notary Public
My Commission Expires: _____

[Exhibit "J"]
[Primary Infrastructure Work

RAIL COMPANY PRIMARY INFRASTRUCTURE COSTS									
ITEM	DESCRIPTION	SHEET #	COST	UPDATED COST	DELTA	COMMENTS 11/29/15	COMMENTS 11/29/17		
1.00	Rail Company HVAC Air handlers and associated equipment referenced in Section 2.01 (3) and the supply/return air ducts installed by Premier and connected to such equipment - Level 2	Drawing M-2.05.12	\$ 244,000	\$ 244,000	\$ -				
2.10	Price BOC Controls in - Level 5	Drawing M-2.05.12 E-2.05.12	\$ 8,000	\$ 8,000	\$ -				
2.00	Traffic and general exhaust fans - located outside the Rail Company's Premises - with ductwork attached to Premises - Level 4	Drawing M-2.04.12	\$ -	\$ -	\$ -	See note 9 on contract addendum and cap - E-2.04.12, include per current design, fan and duct shall state to meet requirements	No change		
3.00	Chilled water supply/return piping to be situated to the perimeter of the Premises on Level 1 (Package handling) with valves to allow extension.	Drawing M-2.03.10	\$ 13,000	\$ 13,000	\$ -		No change		
4.00	Chilled water supply/return piping to be situated to Level 3 Area 10 elevator vestibule with valves to allow extension.	Dwg M-2.03.10 E-2.03.10 E-2.03.10	\$ 3,000	\$ 3,000	\$ -		No change		
4.10	Chilled water supply/return piping to be situated to Level 3 Area 12 mezzanine area above Rail Company food room	M-2.03.12	\$ -	\$ -	\$ -	12" supply/return piping and its building line (BBL) including valve, cap and blind stamped per future agreement (see note 13). Rail Company to extend to required location in LA Hold Room	No change		
	Rail Company HVAC Total		\$ 272,000	\$ 272,000	\$ -				
	Rail Company Electrical								
5.00	Consult home runs and wire from main gear room to Premises - both at Level 4 and at Level 1.		\$ -	\$ -	\$ -	see Home 3.10 through 3.20	No change		
2.10	Main feed and termination of equipment or other subfeed/cable component device allowing Rail Company to install parallel and downstream electrical distribution within Premises.		\$ -	\$ -	\$ -	Feeders and disconnects RAIL by Rail Company	No change		
2.30	Price AHU-F-4-1 power connection, fire alarm shut down and fire alarm smoke duct detector - Level 3	Drawing E-2.05.12 / M-2.05.12	\$ 16,400	\$ 16,400	\$ -		No change		
2.30	Price empty power feeder conduct for future Rail Company power panels (Qty 7 panels) - all levels	Drawing E-2.10.04	\$ 94,800	\$ 94,800	\$ -		No change		
6.00	Price Level 4 baggage handling room lighting, power connection and controls	Drawing E-2.04.10	\$ 10,000	\$ 10,750	\$ (750)	Current plans show LED fixtures (\$28,000), including \$50,000 allowance to cover minimum code lighting. HMS to revise plans to show code min.	Updated cost reflects reduced quantity of fixtures and change from LED to TP per Bulletin 22.		
7.00	Price empty feeder conduct for one light fixture - Level 3		\$ -	\$ -	\$ -	HMS to add note on plans that not in G-044 scope, RAIL conduct by Rail Company	See items 24.00 & 25.00 below		
8.00	Price Level 4 Area Room lighting, power connection and controls	Drawing E-2.04.12 & E-2.04.13	\$ 20,000	\$ 27,951	\$ (7,951)	HMS to add note on plans that not in G-044 scope, RAIL conduct by Rail Company	Updated cost reflects reduced quantity of fixtures and change from LED to TP per Bulletin 22		
9.00	Price empty conduct duct from existing baggage handling room - Level 1	Drawing E-2.04.10	\$ 4,200	\$ 4,200	\$ -		No change		
10.00	Price light pole steel (steel) - Level 3	Dwg 5-A-05.02, A-5-A-2.04 A-05.02, A-2.04.05	\$ 80,000	\$ 22,200	\$ 57,800	Rail Company to provide light pole w base top plate and column, TK to provide and install 1300 light pole anchors shown on 5-A-05.02, (5200/foot allowance)	RAI plans included data (\$14,250), Bulletin 14 piping for the weather steel (see total) is \$9,250, total is \$23,500 w/initial \$30K allowance.		
	Rail Company ELECTRICAL TOTAL		\$ 175,800	\$ 186,956	\$ (11,156)				

RAIL COMPANY PRIMARY INFRASTRUCTURE COSTS

ITEM	DESCRIPTION	SHEET #	COST	UPDATED COST	DELTA	COMMENTS 11/13/15	COMMENTS 1/13/17	
12.00	Rail Company Telephone/Communications/IT Conduit runs into premises at both Grand River and Levels 1 and 4 Premises area for connectivity of Rail Company.							
12.10	Price for voice/data Transit (DF sleeves and conduit for Level 1 & Level 4 cross)	T-3, 20, 02, T-3, 00, 04	\$ 5,000	\$ 30,000	\$ (5,000)	Multi conduit installed with GOLA scope, pricing covers 180 sleeves (GOLA, DF) to "tenant box" 5 inc. 3 apply	Rail does show (13) 4" conduit sleeves. TK verified pricing structure if reworking or "3" pricing/structure. Note to discuss estimate includes level 4 conduit per RFI 12.1776. GOLA cost to provide WAFs in tenant public spaces	
12.20	Price empty conduit system for wireless access point (WAP) - Level 4	Drawing T-1, 04, 12 & T-1, 02, 13	\$ -	\$ -	\$ -	Rail Company to run all conduit and wiring inside rail premises		
12.30	Price patching system speakers located on the light poles - Level 3	Drawing R-1, 03, 10 thru K	\$ -	See Item 23.00 below		- plans to show "not in scope" - RFI by Rail Company	See Item 23.00 below	
12.40	Price patching system speakers - Level 4	Drawing R-1, 04, 12 & R-1, 04, 13	\$ -	See Item 30.00 below		- plans to show "not in scope" - RFI by Rail Company	See Item 30.00 below	
12.50	Price empty conduit system for baggage door card access system - Level 5	Drawing Q-1, 01, 10	\$ -	\$ -	\$ -	- plans to show "not in scope" - RFI by Rail Company	As discussed GOLA provides door card access system to tenants.	
12.60	Price empty conduit system for CCTV system - Level 4	Drawing R-1, 04, 12 & Q-1, 04, 13	\$ -	See Item 32.00 below		- plans to show "not in scope" - RFI by Rail Company	See Item 32.00 below	
12.70	Price empty conduit system for wireless access point (WAP) located on the light poles - Level 3	Drawing T-1, 04, 12 thru T-1, 02, 13	\$ -	\$ -	\$ -	- plans to show "not in scope" - RFI by Rail Company	GOLA cost to provide WAFs in tenant public spaces	
12.80	Conduits		\$ -	See Item 31.00 & 32.00 below		NO ACCESS REQUESTED FOR CONDUITS - TO BE RFI BY GOLA AND/OR RAIL COMPANY - separate from TK CHASE SCOPE	See Item 31.00 & 32.00 below	
22.00	Other tools		\$ -	\$ -	\$ -	no tools requested for door hangers to be RFI by GOLA and/or Rail Company - separate from TK CHASE SCOPE	See Item 23.10	
	Rail Company TELEPHONE/COMMUNICATIONS/TOTAL		\$ 5,000	\$ 30,000	\$ (5,000)			
	Finishes							
21.00	Paint Allowance - Level 4		\$ 25,000	\$ -	\$ 25,000	as requested by Rail Company	Level 4 Expansion door & vestibule covering frames - color change from white to linked enamel white - no coat.	
	FINISHES TOTAL		\$ 25,000	\$ -	\$ 25,000			
	Rail Company PRIMARY INFRASTRUCTURE DOOR TOTAL			\$ 609,637	\$ (43,377)			
	CRASH MGMT FEE, GCS, INSURANCE & BONDS (SEE SOV) [27.4% - 6.37%]		\$ 568,270	\$ 116,562	\$ (8,409)			
	CONSTRUCTION CONTINGENCY (SEE SOV)		\$ 6,378	\$ 28,612	\$ 29,860			
21.00	Contingency Use - 13 Add-446 Contingency for light poles	S-6, 00, 02	\$ 56,000	\$ 19,369	\$ (9,369)		Proposed and paid from Contingency (contingency from CM & Owner A/R contingency) Award value \$19,369	
	TOTAL		\$ 724,358	\$ 772,581	\$ (50,407)			
	1. Depending on the amount of work by the Rail Company, there is a potential for a cost of approximately \$2,400.							

RAIL COMPANY PRIMARY INFRASTRUCTURE COSTS

ITEM	DESCRIPTION	SHEET #	COST 11/28/15	UPDATED COST 1/9/17	DELTA	COMMENTS 11/28/15	COMMENTS 1/9/17
ADDITIONAL INFRASTRUCTURE ITEMS							
23.00	Roof & Wall Hydrants - Level 3 ALL-AS	P-2, DR-10-16	\$ -	\$ 2,828	\$ (2,828)		Floor & Wall hydrants covered in sub bids
24.00	Fire Alarm Devices - Level 1 Baggage Room	E-2, L-10	\$ -	\$ 8,085	\$ (8,085)		Updated cost is baggage room and restrooms.
25.00	Fire Alarm - Level 1 Platforms	E-2, 23...	\$ -	\$ 373,997	\$ (373,997)		Included Building 14.1 & 14.2 pricing. Majority of \$4,836, add with reduced PA qty is for duplicating conduit runs with switching to separate rows of conduit, providing rigid conduit and low voltage conduit support rods per project specs.
26.00	Speakers (Emergency Communications System) - Level 1	K-1, DR-10	\$ -	\$ 1,913	\$ (1,913)		
27.00	Speakers (ECS) - Level 3	K-1, DR...	\$ -	\$ 79,489	\$ (79,489)		Pricing includes Building 14.1 & 14.2.
28.00	Speakers (ECS) - Level 4	K-1, DR-12 & 13	\$ -	\$ 14,392	\$ (14,392)		
29.00	CTV Cameras - Level 3	Q-1, DR...	\$ -	\$ 310,204	\$ (310,204)		Included CCTV (conduit & wire) BIDD 1/24.2 and \$70K BIDD to record semantic for simplex (cameras and headset equipment).
30.00	CTV Cameras - Level 4	Q-1, DR-12 & 13	\$ -	\$ 10,024	\$ (10,024)		
31.00	AAF light poles & wall mount fixture (metal, conduit & panels and wiring) - Level 3	E-2, DR... E-2, DR-12, E-4, DR-12	\$ -	\$ 120,683	\$ (120,683)		Inclusion of the 34.1 and 34.2. Includes \$4,800 for wall mount fixture and wiring.
32.00	AAF light pole anchor covers (metal) - Level 3. Devices to be finished	A-2, DR-14-15, A-6, L-10	\$ -	\$ 32,088	\$ (32,088)		Not to exceed allowance for BS 14.1 & 14.2 design detail. TK to get sub price on allow cost cover (large metal or HPS) and confirming CSI to cover fastening, insulation, sealant and fire rating.
33.00	AAF tactile warning strips (metal) - Level 3	A-6, L-10	\$ -	\$ 97,892	\$ (97,892)		Total cost to install cost to place tactile warning strips is \$147,312. GO&A previously allocated \$40,000 to item source applied strips; AAF to bid \$57,892 difference.
34.00	Two access panels to be installed at Platform ceiling for AAF future access for work below hand room		\$ -	\$ 2,500	\$ (2,500)		Allowance cost of \$7,000 for two access panels, inclusions to be determined by AAF.
	RAIL Company ADDITIONAL INFRASTRUCTURE ITEMS OCCUR BUILDINGS TOTAL		\$ -	\$ 1,082,225	\$ (1,082,225)		
	CONTRACT MGMT FEE, GIC, INSURANCE & BONDS (see SOV) (27.4% - 6.37%)		\$ 27,485	\$ 158,574	\$ (186,074)		
	CONSTRUCTION CONTINGENCY (see SOV)		\$ 6,378	\$ 83,804	\$ (83,804)		
	TOTAL		\$ -	\$ 1,344,603	\$ (1,344,603)		
	GRAND TOTAL		\$ 721,454	\$ 2,087,164	\$ (1,365,710)		