

**FIRST AMENDMENT
to the
AMENDED CENTRAL FLORIDA OPERATING AND MANAGEMENT AGREEMENT**

THIS FIRST AMENDMENT TO THE AMENDED CENTRAL FLORIDA OPERATING AND MANAGEMENT AGREEMENT (this "First Amendment"), made as of December ~~20~~^{20th} 2010 (the "First Amendment Effective Date"), by and between STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, ("State") and CSX TRANSPORTATION, INC., ("CSXT"), amends that certain AMENDED CENTRAL FLORIDA OPERATING AND MANAGEMENT AGREEMENT dated as of March 29, 2010, by and between State and CSXT (the "Amended CFOMA").

WHEREAS, the original CFOMA was executed on November 30, 2007 (the "Original CFOMA"); and

WHEREAS, said Original CFOMA was superseded by the Amended CFOMA; and

WHEREAS, the Parties desire to now amend the Amended CFOMA as set forth herein.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter set forth, the Parties hereto, intending to be legally bound, agree as follows:

1. The Table of Contents of the Amended CFOMA is hereby amended to revise Section 4 to read "Sidetracks and Maintenance."
2. The title of Section 4 of the Amended CFOMA is hereby amended to read "Sidetracks and Maintenance."
3. Section 4(a) of the Amended CFOMA is hereby deleted in its entirety and restated as follows:

“(a) Except as is otherwise expressly provided herein, from and after the Commencement Date hereof, State shall have management, direction and control of, and shall perform, or cause to be performed all work of maintaining and repairing the rights-of-way, tracks, bridges, communications, signals, and all appurtenances on the State Property in accordance with the standards specified in Subsection (b) hereof. CSXT shall have management, direction and control of all work of maintaining and repairing the CSXT Property in a condition deemed appropriate by CSXT in its sole judgment and

discretion.

i. At the time of conveyance by CSXT of the State Property, CSXT will also convey to State the State Sidetracks as described in Exhibit A (the “State Sidetracks”) and the Conveyed Sidetracks as described in Exhibit C (the “Conveyed Sidetracks”), Exhibits A and C being attached hereto and incorporated in this First Amendment and all such State Sidetracks and Conveyed Sidetracks being conveyed subject to the CSXT Easement. State will, following the Closing, own both the Subject Property and the trackage thereon with the exception of the Industry Sidetracks described in Exhibit B attached hereto and incorporated in this First Amendment. The Industry Sidetracks will be permitted to remain on the State Property in accordance with the terms of the Contract, existing agreements, and the provisions of the Amended CFOMA. The mutually agreed precise cut points for the Retained Sidetracks and the Conveyed Sidetracks, as both terms are defined herein below, will be at the boundaries of the State Property; and ownership of the Industry Sidetracks will be as set forth at Exhibit B hereto. Exhibits A, B and C will be provided by the mutual agreement of the parties by January 31, 2011.

ii. State will provide maintenance of the State Sidetracks, including all State Switches, and the Conveyed Sidetracks, including all Conveyed Switches, all in accordance with applicable standards and regulations and the provisions of the Amended CFOMA.

iii. Concerning maintenance, repair, and replacement of Industry Sidetracks, such responsibilities are generally those of the owners of such Industry Sidetracks. In the event of failure of a specific industry to maintain any Industry Sidetrack in accordance with applicable standards and regulations, CSXT may elect to cease provision of service over said Industry Sidetrack. CSXT shall comply with Section 11(d) of the Amended CFOMA to the extent such provisions are applicable to any such election by CSXT to cease provision of service over an Industry Sidetrack.

iv. Concerning maintenance, repair and replacement of Retained Sidetracks, such responsibilities shall be retained by CSXT.”

4. The Milepost numbers in Section 8(e) are hereby amended to read: “Milepost A749.61” and “Milepost A813.82”, respectively, and the station references therein are hereby deleted.

5. The definition of “CFOMA” in Appendix A is hereby amended to read: “‘CFOMA’ shall mean that certain Central Florida Operating and Management Agreement dated as of November 30, 2007 by and between State and CSXT, as has been and as may be amended.”
6. The definition of “Contract” in Appendix A is hereby amended to read: “‘Contract’ shall mean that certain Contract For Sale and Purchase dated as of November 30, 2007 by and between State and CSXT, as has been and as may be amended.”
7. The term “Conveyed Sidetracks” is hereby added to the definitions in Appendix A. “‘Conveyed Sidetracks’ shall mean those sidetracks serving CSXT that are located within the boundaries of the State Property, which sidetracks shall be conveyed to the State in their entirety, and which are listed in Exhibit C to this First Amendment.”
8. The term “Conveyed Sidetrack Switches” is hereby added to the definitions in Appendix A. “‘Conveyed Sidetrack Switches’ shall mean those switches or turnouts within the State Property listed on Exhibit C to this First Amendment, which switches or turnouts shall be conveyed to the State in their entirety.”
9. The term “Industry Sidetracks” is hereby added to the definitions in Appendix A. “‘Industry Sidetracks’ shall mean those sidetracks and switches thereon that are owned by industry and are located within the State Property, which sidetracks and switches will not be conveyed to State, and which are listed in Exhibit B to this First Amendment.”
10. The definition of “Master Projects Agreement” in Appendix A is hereby amended to read: “‘Master Projects Agreement’ shall mean that certain agreement to be entered into between State and CSXT, as may have been and as may be amended.”
11. The term “Retained Sidetracks” is hereby added to the definitions in Appendix A. “‘Retained Sidetracks’ shall mean those sidetracks and switches that are outside the boundaries of the State Property, which sidetracks and switches will be retained by CSXT.”
12. The term “Revenue Operation Date” is hereby added to the definitions in Appendix A. “‘Revenue Operation Date’ shall mean the date that the Commuter Rail System, after having received all State and

Federal approvals for operation, is placed in commuter service for fare paying passengers to ride.”

13. The term “Sidetracks” in Appendix A is modified to read as follows: “‘Sidetracks’ shall mean tracks on the State Property, which are State Sidetracks, Conveyed Sidetracks, or Industry Sidetracks.”

14. The term “State Sidetracks” is hereby added to the definitions in Appendix A. “‘State Sidetracks’ shall mean those sidetracks within the State Property which serve industry, which sidetracks will be conveyed to State in their entirety, and which are listed in Exhibit A to this First Amendment.”

15. The term “State Sidetrack Switches” is hereby added to the definitions in Appendix A. “‘State Sidetrack Switches’ shall mean those switches or turnouts within the State Property listed on Exhibit A to this First Amendment, which switches or turnouts shall be conveyed to the State in their entirety.”

16. The definition of “Transition Agreement” in Appendix A is hereby amended to read: “‘Transition Agreement’ shall mean that certain Transition Agreement dated as of November 30, 2007 by and between State and CSXT, as has been and as may be amended.”

17. This Second Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

18. Other than as expressly set forth above, the terms and conditions of the Amended CFOMA remain in full force and effect.

[signature page follows]

IN WITNESS WHEREOF, CSX TRANSPORTATION, INC. and STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, pursuant to due corporate and statutory authority, have caused their names to be signed hereto by officer(s) or official(s) hereunto duly authorized and duly attested, as of the day and year first above written.

CSX TRANSPORTATION, INC., a Virginia corporation

By: P J Shutz
(Signed Name)

Print Name: Peter J. Shutz

Its: Authorized Agent

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: _____
(Signed Name)

Print Name: Stephanie C. Kopelousos

Its: Secretary

REVIEWED AND APPROVED
AS TO FORM:

Special Counsel

APPROVED AS TO FINANCIAL TERMS
AND FUNDS ARE PROGRAMMED

Office of the Comptroller

[signature page to First Amendment to Amended CFOMA]

IN WITNESS WHEREOF, CSX TRANSPORTATION, INC. and STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, pursuant to due corporate and statutory authority, have caused their names to be signed hereto by officer(s) or official(s) hereunto duly authorized and duly attested, as of the day and year first above written.

CSX TRANSPORTATION, INC., a Virginia corporation

By: _____

(Signed Name)

Print Name: Peter J. Shutz

Its: Authorized Agent

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: SKopel
(Signed Name)

Print Name: Stephanie C. Kopelousos

Its: Secretary

LEGAL REVIEW:

E. Clay McManis, Jr.
Special Counsel

APPROVED AS TO FINANCIAL TERMS AND FUNDS ARE PROGRAMMED

Robin M. Naitow
Office of the Comptroller

[signature page to First Amendment to Amended CFOMA]

Exhibit A
State Sidetracks

Exhibit B
Industry Sidetracks

Exhibit C
Conveyed Sidetracks