

**SECOND AMENDMENT
to the
TRANSITION AGREEMENT**

THIS SECOND AMENDMENT TO THE TRANSITION AGREEMENT (this “Second Amendment”), made as of December ^{20th} 2010 (the “Second Amendment Effective Date”), by and between STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, (“State”) and CSX TRANSPORTATION, INC., (“CSXT”), amends that certain TRANSITION AGREEMENT dated as of November 30, 2007, by and between State and CSXT, as previously amended (the “Transition Agreement”).

WHEREAS, the Transition Agreement was previously amended by the First Amendment to Transition Agreement dated March 29, 2010 (the “First Amendment”), and

WHEREAS, the Parties desire to further amend the Transition Agreement 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. (a) The Table of Milestones appearing in Section 2(a) is amended and restated in its entirety to read:

<i>Milestone</i>	<i>Estimated Date to be achieved</i>
(1) Funding of final design, permit applications and long lead items re S-Line improvements	April 1, 2010
(2) State procurement of design-build-maintain contractors	January 31, 2011
(3) CSXT target date for the Development Order for the Terminal Facility	Done
(4) State procurement of temporary dispatch services	May 1, 2011
(5) Closing Date and State Management Date	May 31, 2011
(6) Anticipated State procurement of permanent dispatch services	October, 2012
(7) CSXT target date for the completion of the Terminal Facility	24 months from Closing
(8) Commissioning and testing of Commuter Rail System	January, 2013
(9) Revenue Operation Date	July, 2013

- (b) The phrase “Effective Date” in Section 2(b) is hereby amended to read “Second Amendment Effective Date.”

2. (a) Section 4(c)(1)(i) and (ii) are amended and restated in their entirety, respectively, to read:

“(i) Northern limits, MP A749.61 of the State Property; and

(ii) Southern limits, MP A813.82 of the State Property.”

3. The notice period of "at least sixty (60) days" in Section 4(c)(8) is hereby amended to read “at least sixty five (65) days.”
4. The dates appearing in Section 6(a) are hereby amended to July 2013 with respect to Phase I and July 2015 with respect to Phase 2.
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 attached to this Second Amendment and incorporated herein.”
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 attached to this Second 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 attached to this Second Amendment and incorporated herein.”
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." Exhibits A, B, and C referred to in the modification of various definitions herein contained will be provided by the mutual agreement of the parties by January 31, 2011.

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 attached to this Second Amendment and incorporated herein."

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 Second 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. The Dispatching Services Agreement attached to the Transition Agreement pursuant to the First Amendment shall be disregarded as of the Second Amendment Effective Date and deemed to be replaced in its entirety by the Dispatching Services Agreement attached hereto as Appendix 1.

18. The Orientation Services Agreement attached as Appendix D to the Transition Agreement shall be disregarded as of the Second Amendment Effective Date and deemed to be replaced in its entirety by the Orientation Services Agreement attached hereto as Appendix 2.


19. 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.

20. Other than as expressly set forth above, the terms and conditions of the Transition Agreement 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: 
(Signed Name)

Print Name: Peter J. Shudtz

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 Second Amendment to Transition Agreement]

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. Shudtz

Its: Authorized Agent

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: SC Kopel
(Signed Name)

Print Name: Stephanie C. Kopelousos

Its: Secretary

LEGAL REVIEW:

E. Clay McSonajill, Jr.
Special Counsel

APPROVED AS TO FINANCIAL TERMS AND FUNDS ARE PROGRAMMED

Robin M. Nantau
Office of the Comptroller

[signature page to Second Amendment to Transition Agreement]

Appendix 1

Dispatching Services Agreement

Appendix 1

Agreement No.: _____
Financial Project I.D.: _____
F.E.I.D. No: _____
Procurement No.: _____
D.M.S. Catalog Class No.: _____

DISPATCHING SERVICES AGREEMENT

THIS DISPATCHING SERVICES AGREEMENT (this "Agreement"), made as of the ____ day of _____, 2011 (the "Execution Date"), by and between STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION whose address is Haydon Burns Building, 605 Suwannee Street, Tallahassee, FL 32399-0450 (hereinafter referred to as "State") and CSX TRANSPORTATION, INC., a Virginia corporation, whose address is 500 Water Street, Jacksonville, FL 32202 (hereinafter referred to as "CSXT"). Except as otherwise provided herein or unless the context otherwise requires, capitalized terms have the meanings assigned to such terms in accordance with Appendix A, "Central Florida Rail Corridor Definitions" and Appendix B, "Transition Agreement Definitions."

WHEREAS, CSXT and State have agreed that upon the State Management Date, CSXT shall transfer to State, and State shall implement and be responsible for the operation, maintenance and dispatch of all Railroad Operations on the State Property, with the further agreement that, except as expressly provided herein, CSXT shall perform all dispatching responsibilities during the Transition Period pursuant to a contract with State.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter set forth, the parties hereto, intending to be legally bound, UNDERSTAND AND AGREE AS FOLLOWS:

Section 1. Services.

CSXT shall provide all train dispatching over the State Property during the term of this Agreement, except as may occur pursuant to Section 7(a) of this Agreement.

Section 2. Term.

This Agreement shall begin upon the Closing Date and shall continue during the Transition Period unless the parties mutually agree upon an earlier termination date. Upon termination of this Agreement, the State's Operation and Maintenance Contractor shall perform all train dispatching over the State Property.

Section 3. Staffing.

(a) CSXT will create a temporary new dispatch desk (territory) at Dufford Control Center in Jacksonville in accordance with the provisions outlined in Subsection 4(c) of the Transition Agreement as amended by the First Amendment to the Transition Agreement. This desk shall be known as the "Central Florida Dispatcher Desk."

(b) CSXT shall not combine the Central Florida Dispatcher Desk with other dispatch desk territories at any time, except in the case of equipment failure or an emergency. Should CSXT combine the Central Florida Dispatcher Desk with any other dispatch desk territory, it shall so inform State by telephone, using the dedicated line identified in Section 4, below, within one (1) hour of the event, indicating the reason for the combination and the expected duration. Prior to the State Management Date, State shall provide CSXT in writing with the responsible person (or position) and telephone number that CSXT is to call as required by the preceding sentence. State may change such information by notice to CSXT in accordance with the Transition Agreement. Within forty-eight (48) hours after the conclusion of such event, CSXT shall submit a written report to the State that fully explains the situation and the measures that

CSXT will be undertaking to avoid any reoccurrence of the event.

(c) CSXT shall qualify six (6) dispatchers on the Central Florida Dispatcher Desk, in order to staff the Central Florida Dispatcher Desk at all times, twenty-four (24) hours per day, seven (7) days per week, weekends and holidays included. CSXT may use dispatchers who have been qualified on the Central Florida Dispatcher Desk on other assignments when not needed for coverage of the Central Florida Dispatcher Desk.

(d) Other than as set forth in Subsection 3(b) above, the Central Florida Dispatcher Desk shall be responsible for direction, supervision and control over the safe and efficient movement of all trains and on-track vehicles and protection of all other on-track activity on the State Property, including but not limited to movement of CSXT freight trains, Amtrak's passenger trains, and FCEN trains. The Central Florida Dispatcher Desk shall be governed by and subject to current operating and safety rules, procedures and regulatory standards of CSXT and FRA, including emergency procedures, as agreed to with State. The Central Florida Dispatcher Desk shall have responsibility for communications for movements prior to operating on the State Property that restricts operations on the State Property.

(e) The Central Florida Dispatcher Desk shall be supervised at all times by qualified CSXT supervisors.

Section 4. Communications with State's Design/Build Contractor.

(a) CSXT shall install a dedicated direct telephone line for the purpose of allowing CSXT supervisors to communicate with the State's Design/Build Contractor's supervisors regarding track outages, Rule 707 provisions and other construction-related coordination of the operations on the State Property. A direct line shall be installed for communication between the Central Florida Dispatcher Desk, when established, and CSXT JA Desk. The Design/Build

Contractor shall not use existing CSXT radio channels for communication between its personnel and CSXT dispatchers at the Central Florida Dispatcher Desk or other controlling desk such as the CSXT JA Desk. However, the existing CSXT communication system will be used for communication between the Design/Build Contractor's Employee in Charge and CSXT dispatchers at the Central Florida Dispatcher Desk or other controlling desk such as the CSXT JA Desk. The Design/Build Contractor shall be governed by and subject to current operating and safety rules, procedures and regulatory standards of CSXT and FRA governing working on track, operating equipment, and working near equipment being operated, including emergency procedures, as agreed to with State.

(b) CSXT and State acknowledge that timely and effective communication between the Design/Build Contractor and the CSXT dispatchers at the Central Florida Dispatcher Desk will facilitate the timely completion of the capital improvements on the State Property. CSXT agrees to minimize the use of automatic train dispatching, interlocked signal fleeting and other dispatching strategies that require long cancellation times in order to provide a track outage or otherwise jeopardize timely response to Design/Build Contractor requests.

Section 5. Compensation.

(a) CSXT shall be paid a monthly fee for its contract dispatching of the State Property in the amount of Fifty-eight Thousand dollars (\$58,000.00) per month for each month of the Transition Period (pro rata for the number of days in the first or last month of the Transition Period). This fee shall be modified by the change in annual CPI on each annual anniversary date of this Agreement.

(b) CSXT shall be paid a one-time qualifying expense of Fifty Thousand Dollars (\$50,000.00). This advance payment has been authorized by the Chief Financial Officer of the

State of Florida under Section 215.422(14), Florida Statutes.

(c) There shall be no payment or reimbursement for travel expenses under this Contract.

Section 6. Applicable Operating Rules.

CSXT shall dispatch the State Property in accordance with the CSXT Operating Rules, as may be modified or amended by CSXT.

Section 7. Transition to Operation and Maintenance Contractor.

(a) Upon termination of this Agreement, the State's Operation and Maintenance Contractor shall perform all train dispatching services over the State Property using a dispatch center and supervisory control system to be built by the State approximately six (6) months prior to the Commencement Date. This will provide time for the State's Design/Build Contractor to place in service all of the new/revised interlockings planned for the State Property. For a period of two (2) months prior to the transfer of dispatch from CSXT to State, State's dispatch center shall operate in "shadow mode," displaying all Central Florida track circuit occupancies, switch positions, signal status and the information described in Section 7(b) below. During the "shadow mode" period, it shall not be possible for State or its Operation and Maintenance Contractor to control any equipment under the control of the CSXT Central Florida Dispatcher Desk. State and CSXT shall mutually agree on a date (the "Cut Over Date") when State and its Operation and Maintenance Contractor will take control of dispatch over the State Property, subject to the possible reversion to CSXT described below. The Cut Over Date will be determined at least one (1) month prior to the planned Cut Over Date. Upon the Cut Over Date, State and its Operation and Maintenance Contractor shall assume dispatch responsibility over the State Property, provided, however, that CSXT shall maintain both staffing and all associated equipment

(including hardware, software and communications equipment) for a period of seven (7) days (the "Cut Over Period") after the Cut Over Date, in case a return to CSXT control is required, and, except for the assumption of dispatch responsibility described above, this Transition Agreement shall remain in full force and effect until the expiration of the Cut Over Period. The Commencement Date shall not occur prior to the expiration of the Cut Over Period. Upon the expiration of the Cut Over Period, CSXT shall maintain all associated equipment (including hardware, software and communications equipment) but without staffing for a period of two (2) months, in case a return to CSXT control is requested by State, provided, however, (i) that State acknowledges that staffing for the Central Florida Dispatcher Desk after the Cut Over Period will not be immediately available, will require re-bidding of the jobs associated with the Central Florida Dispatcher Desk and will incur additional expense to be absorbed by State if State elects to return dispatching responsibility to CSXT, (ii) nothing herein shall require CSXT to accept such return of dispatching responsibility, and (iii) the parties agree that CSXT will not dispatch commuter trains. For the purpose of Section 5 of this Agreement, the Cut Over Period shall be considered part of the Transition Period but the two months after the Cut Over Period referred to above, during which CSXT will maintain the equipment only, shall not be considered part of the Transition Period.

(b) CSXT shall make available to the State real-time data transmission of track circuit occupancy of existing mainline and controlled siding (where applicable) trackage north and south of the State Property for a distance mutually-agreed by the parties, said distance to be a minimum of five (5) miles in each direction. If practicable, train ID's associated with track circuit occupancy shall be provided in the real-time data transmission.

(c) State shall make available to CSXT real-time data transmission of track circuit

occupancy of planned mainline trackage at the north and south ends of the Central Florida Rail Corridor for a distance mutually-agreed by the parties, said distance to be a minimum of five (5) miles in each direction. If practicable, train ID's associated with track circuit occupancy shall be provided in the real-time data transmission.

Section 8. Labor Protection.

CSXT shall be responsible for its Labor Protection costs, if any, occasioned by the provision of services under this Agreement. As used herein, "Labor Protection" shall mean the costs, if any, incurred by CSXT as a result of its provision of the dispatching services described in this Agreement, which costs may be incurred pursuant to the provision of a collective bargaining agreement, bargained by CSXT as a result of this Agreement or pursuant to rule, decision or final order of any governmental agency having jurisdiction thereover. Notwithstanding the above, the parties agree that each shall be solely responsible for their respective risks and costs (including defense costs and liability) associated with any challenge to the transfer of dispatching to the State's Operations and Maintenance Contractor pursuant to law, a collective bargaining agreement or otherwise ("Labor Challenge"). State and CSXT acknowledge a policy of non-interference with respect to labor protective decisions by employees.

Section 9. Liability.

Notwithstanding any other provision of this Agreement to the contrary, Section 19 and Section 21 of CFOMA shall govern the liability of the parties hereto whenever any loss of, or damage to or destruction of any property whatsoever or injury to or death of any person or persons whomsoever occurs under this Agreement, with the same force and effect as if set forth herein in full.

Section 10. Standard Provisions.

(a) Before making any additions or deletions to the services described herein, and before undertaking any changes or revisions to such services, the parties shall negotiate any necessary cost changes and shall enter into an amendment covering such services and compensation. Reference herein to this Agreement shall include any amendment(s).

(b) CSXT agrees to provide project schedule progress reports in a format acceptable to State and at intervals established by State. State shall be entitled at all times to be advised, at its request, as to the status of services being done by CSXT and of the details thereof. Coordination shall be maintained by CSXT with representatives of State, or agencies of State interested in the project on behalf of State. Either party to this Agreement may request and be granted a conference.

(c) Except for the approved advance payment, payments by State under this Agreement shall be made after satisfactory performance of the services and within sixty (60) days of receipt by State of a monthly invoice. Invoices for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

(d) State has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the services are received. If a payment is not available within forty (40) days, a separate interest penalty as established pursuant to Section 215.422, Florida Statutes, shall be due and payable, in addition to the invoice amount, to CSXT. Interest penalties of less than one (1) dollar shall not be enforced unless CSXT requests payment. Invoices which have to be returned to CSXT because of CSXT preparation errors shall result in a delay in the payment.

The invoice payment requirements do not start until a properly completed invoice is provided to State.

(e) The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(23), Florida Statutes, all payments shall be assessed a transaction fee of one percent (1%), which CSXT shall pay to State. For payments within the State accounting system (FLAIR or its successor), the transaction fee shall, when possible, be automatically deducted from payments to CSXT. If automatic deduction is not possible, CSXT shall pay the transaction fee pursuant to Rule 60A-1.031(2), Florida Administrative Code. By submission of these reports and corresponding payments, CSXT certifies their correctness. All such reports and payments shall be subject to audit by State or its designee. CSXT shall receive a credit for any transaction fee paid by CSXT for the purchase of any item(s) if such item(s) are returned to CSXT through no fault, act, or omission of CSXT. Notwithstanding the foregoing, a transaction fee is non-refundable when an item is requested or returned, or declined, due to CSXT's failure to perform or comply with specifications or requirements of the Agreement.

(f) A vendor ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The vendor ombudsman may be contacted at (850) 413-5516 or by calling the Customer Hotline, 1-877-693-5236.

(g) Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to State at all times during the period of this Agreement and for three (3) years after final payment for the work pursuant to this Agreement is made. Copies of

these documents and records shall be furnished to State upon request. Records of costs incurred shall include CSXT's general accounting records and the project records, together with supporting documents and records of CSXT and all subcontractors performing work on the project, and all other records of CSXT and subcontractors reasonably required by State for a proper audit of project costs.

(h) The Department of Transportation (the "Department"), during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

(i) CSXT shall carry and keep in force the insurance to the extent required by Section 21(f) of CFOMA.

(j) Section 15(b) of CFOMA concerning public access to documents shall apply to all documents made or received by CSXT on behalf of State under this Agreement with the same force and effect as if set forth herein in full.

(k) CSXT shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and will not discriminate on the grounds of

race, color, religion, sex, national origin, age, or disability in the performance of work under this Agreement.

(l) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date being placed on the convicted vendor list.

(m) An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded, or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity.

(n) The Department shall consider the employment by CSXT of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act.

(o) Pursuant to Section 216.347, Florida Statutes, CSXT may not expend any State funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.

(p) CSXT shall maintain an adequate and competent staff so as to enable CSXT to timely perform under this Agreement and may associate with it such subcontractors, for the purpose of its services hereunder, without additional cost to State, other than those costs within the limits and terms of this Agreement. CSXT is fully responsible for satisfactory completion of all subcontracted work. CSXT, however, shall not sublet, assign, or transfer any work under this Agreement to other than subcontractors specified in the proposal, bid, and/or Agreement without the written consent of State.

(q) CSXT and its employees, agents, representatives, or subcontractors are not employees of the Department and are not entitled to the benefits of State of Florida employees. CSXT agrees to include this provision in all of its subcontracts under this Agreement.

(r) All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

(s) It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

(t) This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

(u) The dispute resolution and arbitration process of Section 17 of CFOMA is hereby incorporated into this Agreement.

(v) Time is of the essence as to each and every obligation under this Agreement

(w) The default and breach provisions of Section 16 of CFOMA are hereby incorporated into this Agreement. Venue for any legal proceedings under this Agreement shall be in Leon County, Florida.

[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, duly attested, to be hereunto affixed as of the day and year first above written.

CSX TRANSPORTATION, INC.

By: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: _____

APPROVED AS TO FINANCIAL TERMS AND FUNDS ARE PROGRAMMED

LEGAL REVIEW:

Appendix 2
Orientation Services Agreement

Appendix 2

Agreement No.: _____
Financial Project I.D.: _____
F.E.I.D. No: _____
Procurement No.: _____
D.M.S. Catalog Class No.: _____

ORIENTATION SERVICES AGREEMENT

THIS ORIENTATION SERVICES AGREEMENT (this "Agreement"), made as of the ____ day of _____, 2011, by and between STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION whose address is Haydon Burns Building, 605 Suwannee Street, Tallahassee, FL 32399-0450 (hereinafter referred to as "State") and CSX TRANSPORTATION, INC., a Virginia corporation, whose address is 500 Water Street, Jacksonville, FL 32202 (hereinafter referred to as "CSXT"). Except as otherwise provided herein or unless the context otherwise requires, capitalized terms have the meanings assigned to such terms in accordance with Appendix A, "Central Florida Rail Corridor Definitions" and Appendix B, "Transition Agreement Definitions."

WHEREAS, Section 4(c)(11) of the Transition Agreement contemplates that CSXT will (1) provide orientation and training to State personnel and the Operation and Maintenance Contractor selected by State who will be involved in dispatching of the State Property after termination of the Dispatching Services Agreement; (2) provide orientation on rules and procedures to the management of the Operation and Maintenance Contractor and the Design/Build Contractor who will design, engineer and construct the Commuter Rail System; and (3) make available certain supervisors for a period of time as provided herein.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants

hereinafter set forth, the parties hereto, intending to be legally bound, UNDERSTAND AND AGREE AS FOLLOWS:

Section 1. Dispatcher Training.

(a) CSXT shall make available training using the US&S simulator (the "Simulator"), as applied to the Central Florida Dispatcher Desk territory, including typical dispatching scenarios that include CSXT and Amtrak trains for the purpose of training personnel of the State and the State's Operations and Maintenance Contractor who will be involved with dispatching the State Property. The training shall take place at a mutually agreeable location on a mutually agreeable schedule but concluding no later than thirty (30) days prior to the end of CSXT dispatch of the State Property pursuant to the Dispatching Services Agreement. CSXT shall be paid Four Hundred and Fifty dollars (\$450.00) per day per use of the Simulator. The Simulator can accommodate up to twelve (12) students per day. The fee includes the cost of the instructor, print-based materials, and job aides. The training duration shall not exceed twenty (20) classroom days. The trainees shall consist of management and dispatcher personnel of State's Operation and Maintenance Contractor, with an estimated class size of eight (8) students.

(b) There shall be no payment or reimbursement for travel expenses for the services to be provided by CSXT pursuant to this Section.

Section 2. Operating Rules Training.

(a) CSXT shall provide orientation on Operating Rules to Trainers and Examiners of State and of the State's Design/Build Contractor, Operations and Maintenance Contractor, and such other contractors that State may retain. Training under this Section shall take place at a mutually agreeable location and in the field on the State Property as mutually agreed by CSXT and State.

It is the intent of this training to provide the Trainers and Examiners of State and its contractors with the basis for teaching the CSXT Operating Rules to contractor dispatcher, field maintenance and Train & Engine crews. It is not the intent of this training for CSXT to train or qualify the management team, dispatchers, field maintenance personnel or Train & Engine crews of the State's contractors in CSXT Operating Rules. CSXT agrees to provide a royalty-free license limited to application on the Central Florida Corridor for the use of print-based materials, job aides, on-line test tools and computer-based training.

(b) CSXT shall be paid the amount of Six Thousand dollars (\$6,000.00) for each class of up to sixteen (16) students per class. Orientation will include up to four (4) weeks classroom instruction and up to two (2) weeks field/hands-on work. The fee includes the cost of the instructor, print-based materials, job aides, use of on-line test tools and computer-based training.

(c) There shall be no payment or reimbursement for travel expenses for the services to be provided by CSXT pursuant to this Section.

(d) There will be one class before Closing for train the trainer ("Train the Trainer") operating rules. A maximum of two additional Train the Trainer classes will take place after Closing but prior to the Commencement Date. Because the syllabus for the second and third Train the Trainer class will be different from the first and each other, CSXT requires no less than ninety (90) days notice prior to the scheduled date of each of the second and third class (CSXT will seek to minimize that period depending on the syllabus).

Section 3. Maintenance of Way Supervisors.

(a) CSXT shall make available the supervisory (non-represented) employees identified below for consultation and familiarization for a minimum of five (5) mutually agreeable work days within the first sixty (60) days after Closing for State and State's contractor personnel.

Such CSXT supervisory personnel shall continue to work their normal work assignment times during this period.

(b) The CSXT supervisory personnel to be made available are:

(i) CSXT Roadmaster presently responsible for the majority of the State Property trackage limits;

(ii) CSXT Signal Manager responsible for the majority of the signals and interlockings within the limits of State Property;

(iii) CSXT Bridges Manager responsible for managing the inspection and maintenance of the bridges and culvert structures within State Property; and

(iv) CSXT Communications Manager responsible for the majority of the radio installations and communications within the limits of State Property.

(b) CSXT will be compensated at the rate of Three Hundred Sixty-five dollars (\$365.00) per person per position per day.

(c) There shall be no payment or reimbursement for travel expenses for the services to be provided by CSXT pursuant to this Section.

Section 4. Term.

This term of this Agreement shall commence on that day that the first Train the Trainer operating rules class occurs, which is currently expected, but not guaranteed, to be mid-February 2011 and shall continue until the Commencement Date.

Section 5. Liability.

Notwithstanding any other provision of this Agreement to the contrary, Section 19 and Section 21 of CFOMA shall govern the liability of the parties hereto whenever any loss of, or

damage to or destruction of any property whatsoever or injury to or death of any person or persons whomsoever occurs under this Agreement, with the same force and effect as if set forth herein in full.

Section 6. Standard Provisions.

(a) Before making any additions or deletions to the services described herein, and before undertaking any changes or revisions to such services, the parties shall negotiate any necessary cost changes and shall enter into an amendment covering such services and compensation. Reference herein to this Agreement shall include any amendment(s).

(b) CSXT agrees to provide project schedule progress reports in a format acceptable to State and at intervals established by State. State shall be entitled at all times to be advised, at its request, as to the status of services being done by CSXT and of the details thereof. Coordination shall be maintained by CSXT with representatives of State, or agencies of State interested in the project on behalf of State. Either party to this Agreement may request and be granted a conference.

(c) All payments by State under this Agreement shall be made after satisfactory performance of the services and within sixty (60) days of receipt by State of a monthly invoice. Invoices for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

(d) State has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the services are received. If a payment is not available within forty (40) days, a separate interest penalty as established pursuant to Section 215.422, Florida Statutes, shall be due and payable, in addition to the invoice amount, to CSXT. Interest penalties of less than one (1)

dollar shall not be enforced unless CSXT requests payment. Invoices which have to be returned to CSXT because of CSXT preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to State.

(e) The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(23), Florida Statutes, all payments shall be assessed a transaction fee of one percent (1%), which CSXT shall pay to State. For payments within the State accounting system (FLAIR or its successor), the transaction fee shall, when possible, be automatically deducted from payments to CSXT. If automatic deduction is not possible, CSXT shall pay the transaction fee pursuant to Rule 60A-1.031(2), Florida Administrative Code. By submission of these reports and corresponding payments, CSXT certifies their correctness. All such reports and payments shall be subject to audit by State or its designee. CSXT shall receive a credit for any transaction fee paid by CSXT for the purchase of any item(s) if such item(s) are returned to CSXT through no fault, act, or omission of CSXT. Notwithstanding the foregoing, a transaction fee is non-refundable when an item is requested or returned, or declined, due to CSXT's failure to perform or comply with specifications or requirements of the Agreement.

(f) A vendor ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The vendor ombudsman may be contacted at (850) 413-5516 or by calling the Customer Hotline, 1-877-693-5236.

(g) Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to State at all times during the period of this Agreement and for three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these

documents and records shall be furnished to State upon request. Records of costs incurred shall include CSXT's general accounting records and the project records, together with supporting documents and records of CSXT and all subcontractors performing work on the project, and all other records of CSXT and subcontractors reasonably required by State for a proper audit of project costs.

(h) The Department of Transportation (the "Department"), during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

(i) CSXT shall carry and keep in force the insurance to the extent required by Section 21(f) of CFOMA.

(j) Section 15(b) of CFOMA concerning public access to documents shall apply to all documents made or received by CSXT on behalf of State under this Agreement with the same force and effect as if set forth herein in full.

(k) CSXT shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and will not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability in the performance of work under this Agreement.

(l) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date being placed on the convicted vendor list.

(m) An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded, or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity.

(n) The Department shall consider the employment by CSXT of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act.

(o) Pursuant to Section 216.347, Florida Statutes, CSXT may not expend any State funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.

(p) CSXT shall maintain an adequate and competent staff so as to enable CSXT to timely perform under this Agreement and may associate with it such subcontractors, for the purpose of its services hereunder, without additional cost to State, other than those costs within the limits

and terms of this Agreement. CSXT is fully responsible for satisfactory completion of all subcontracted work. CSXT, however, shall not sublet, assign, or transfer any work under this Agreement to other than subcontractors specified in the proposal, bid, and/or Agreement without the written consent of State.

(q) CSXT and its employees, agents, representatives, or subcontractors are not employees of the Department and are not entitled to the benefits of State of Florida employees. CSXT agrees to include this provision in all of its subcontracts under this Agreement.

(r) All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

(s) It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

(t) This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

(u) The dispute resolution and arbitration process of Section 17 of CFOMA is hereby incorporated into this Agreement.

(v) Time is of the essence as to each and every obligation under this Agreement

(w) The default and breach provisions of Section 16 of CFOMA are hereby incorporated into this Agreement. Venue for any legal proceedings under this Agreement shall be in Leon County, Florida.

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, duly attested, to be hereunto affixed as of the day and year first above written.

CSX TRANSPORTATION, INC.

By: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: _____

LEGAL REVIEW:

APPROVED AS TO FINANCIAL TERMS AND FUNDS ARE PROGRAMMED

Exhibit A

State Sidetracks

Exhibit B
Industry Sidetracks

Exhibit C
Conveyed Sidetracks