

**SECOND AMENDMENT TO INTERLOCAL OPERATING AGREEMENT FOR  
OPERATION OF THE CENTRAL FLORIDA COMMUTER RAIL SYSTEM**

**THIS SECOND AMENDMENT TO INTERLOCAL OPERATING AGREEMENT**

(this "Second Amendment"), is made and entered into by and between the State of Florida, Department of Transportation ("FDOT"), an agency of the State of Florida, and the Central Florida Commuter Rail Commission (the "Commission"), a legal entity and public body created by Orange County, Osceola County, Seminole County, the County of Volusia, and the City of Orlando (collectively, the "Local Government Partners") pursuant to Section 163.01, Florida Statutes.

**WITNESSETH:**

**WHEREAS**, FDOT and the Commission have entered into an Interlocal Operating Agreement for Operation of the Central Florida Commuter Rail System (the "Original Operating Agreement"); and

**WHEREAS**, with consent of the Local Government Partners, as required by the Interlocal Governance Agreement for Creation of the Central Florida Commuter Rail Commission (the "Interlocal Governance Agreement"), FDOT and the Commission have entered into a First Amendment to Interlocal Operating Agreement for the Operation of the Central Florida Commuter Rail System (the "First Amendment") to extend the deadline set forth in subsection (D) of Section 3.02 of the Original Operating Agreement from December 31, 2008 to December 31, 2009; and

**WHEREAS**, FDOT and the Commission now desire to further extend the deadline set forth in subsection (D) of Section 3.02 of the Original Operating Agreement, as amended by the First Amendment (collectively, the "Current Operating Agreement") from December 31, 2009 to December 31, 2010; and

**WHEREAS**, the Local Government Partners have all consented to the execution of this Second Amendment, as required by the Interlocal Governance Agreement;

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**SECTION 1. ACQUISITION OF THE CORRIDOR.** Subsection (D) of Section 3.02 of the Current Operating Agreement is hereby amended as follows:

**SECTION 3.02. ACQUISITION OF THE CORRIDOR.** FDOT agrees to use its best efforts to acquire the Corridor from CSXT for the benefit of the Commuter Rail System, Freight Rail Service and intercity passenger rail service.

\* \* \*

(D) If the legislation described in subsection (C) or something substantially similar which accomplishes the same intent and purpose (and includes the provisions proposed by the Commission and Local Government Partners) is not enacted or FDOT is unable to acquire the Corridor for any other reason prior to ~~December 31, 2009~~ December 31, 2010, this Interlocal Operating Agreement shall be terminated pursuant to Section 6.02(B)(3) hereof.

**SECTION 2. COUNTERPARTS.** This Second Amendment may be executed in multiple counterparts. Each such counterpart shall be deemed an original of this Second Amendment, so that in making proof of this Second Amendment, it shall only be necessary to produce or account for one such counterpart.

**SECTION 3. STATUS OF CURRENT OPERATING AGREEMENT.** Except as expressly modified by this Second Amendment, the Current Operating Agreement shall be and remain in full force and effect.

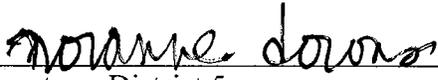
IN WITNESS WHEREOF, FDOT and the Commission have caused this Second Amendment to be executed and delivered this 18 day of December, 2009.

**By and for the Central Florida Commuter Rail Commission**



Date: 12.18.09

**By and for the State of Florida, Department of Transportation**

  
Secretary, District 5

Date: 12.18.09

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Legal Review

Date: \_\_\_\_\_