

FLETCHER & SIPPEL LLC

ATTORNEYS AT LAW

29 North Wacker Drive
Suite 920
Chicago, Ill.nois 60606-2875

RONALD A. LANE
(312) 252 1503
rlane@fletcher sippel.com

222264

May 2, 2008

Phone (312) 252-1500
Fax (312) 252 2400
www fletcher-sippel.com

VIA ELECTRONIC FILING

Ms. Anne K. Quinlan
Acting Secretary
Surface Transportation Board
395 E Street, S.W.
Washington, DC 20423-0001

Re **Finance Docket No. 35124**
R.J. Corman Railroad Company/Central Kentucky Lines, LLC —
Trackage Rights—CSX Transportation, Inc.

Dear Acting Secretary Quinlan:

Attached for filing is a copy of the agreement between R.J. Corman Railroad Company/Central Kentucky Lines, LLC and CSX Transportation, Inc that is the subject of this docket. The written agreement was not available at the time the Notice of Exemption was filed. The agreement has now been reduced to writing and executed; it is now submitted for filing pursuant to 49 C.F.R. § 1180.6(a)(7) (ii).

If you have any questions concerning this filing, please contact me. Thank you for your assistance.

Very truly yours,



Ronald A. Lane

RAL:dg
Enclosure

cc: Steven Ambrust, Esq

FIRST SUPPLEMENTAL AGREEMENT

THIS FIRST SUPPLEMENTAL AGREEMENT made this 4th day of May, 2008 ("Supplemental Agreement"), between **CSX TRANSPORTATION, INC.** (hereinafter referred to as "**CSXT**" or "**Owner**") and **R. J. CORMAN RAILROAD – CENTRAL KENTUCKY LINES, LLC**, a Kentucky limited liability company, (hereinafter referred to as "**RJCC**" or "**User**");

WITNESSETH:

WHEREAS, under the terms and provisions of a Trackage Rights Agreement ("Agreement") dated February 5, 2005, User enjoys trackage rights on CSXT's LCL Subdivision from the RJCC/CSXT ownership point at HK Tower, Milepost OOW-12.5/T-12.5, to Frankfort Avenue, Milepost T-2.8 then on CSXT's Louisville Terminal Subdivision, from Frankfort Avenue, Milepost T-2.8 to the RJCC/CSXT ownership connection at the Water Street Lead Milepost T-1.8/OTR-4.74 ("Subject Trackage"), to facilitate the movement of unit trains of sand ("Sand Trains") to and from Lexington, KY; and

WHEREAS, User desires to move additional commodities in individual shipments ("Merchandise Cars"), interchanging to User at Louisville, KY and terminating at Lexington, KY; and

WHEREAS, Owner is agreeable to granting rights to User for the movement of Merchandise Cars in Sand Trains, subject to the following terms and conditions; and

WHEREAS, Owner and User desire to formalize these understandings by supplementing the Trackage Rights Agreement through this Supplemental Agreement.

NOW THEREFORE, in consideration of the mutual covenants and benefits herein set forth, the parties agree to supplement the Addendum as follows:

Article 1 ADJUSTMENT TO TRACKAGE RIGHTS

- 1.1 The Subject Trackage is shown on the plan attached hereto and marked as Exhibit "T".
- 1.2 Article 3(b) of the Agreement is amended to include Merchandise Cars interchanging to User at Louisville, KY, appended to Sand Trains at Water Street, and terminating at Lexington, KY. User will utilize the reverse move for the transportation of empty Merchandise Cars.
- 1.3 While on the Subject Trackage, Merchandise Cars will move in Sand Trains only. Under no circumstances will User move Merchandise Cars in a separate train.

Article 2 COMPENSATION

- 2.1 Article 5 of the Agreement shall be amended to provide additional compensation for the movement of Merchandise Cars. For the movement of Merchandise Cars over the Subject Trackage, User shall pay to Owner annually in advance, the sum of: _____ dollars, hereinafter referred to as the "Additional Current Charge", said Additional Current Charge reflecting the movement of approximately _____ loaded or empty Merchandise Cars a distance of approximately 10.7 miles, at a per car mile charge of _____, hereinafter referred to as the "Per Mile Charge". On July 1, 2008, User shall pay the Additional Current Charge as defined in herein.
- 2.2 Upon execution of this Supplemental Agreement, User shall pay an initial Additional Current Charge of _____ dollars, to compensate for the movement of Merchandise Cars from May 4, 2008 through June 30, 2008.
- 2.3 At the end of each month, User shall furnish to Owner, in care of Director-Joint Facility Budgets & Administration, CSX Transportation, 500 Water Street, J180, Jacksonville, FL 32202, or via email to jointfacilities@csx.com, a statement of the number loaded and empty Merchandise Cars operated over the Subject Trackage during the month. Based on this statement, beginning on July 1, 2009 and on July 1 of each year thereafter, Owner shall restate the Additional Current Charge for the succeeding one year term, to reflect the annual of cars moved by User in the year immediately preceding. This restatement shall also apply to the compensation from the Agreement in accordance with Article 3 herein and shall replace the restatement that has occurred as of the anniversary date of the Agreement. Accordingly, the July 1, 2009 restatement shall be based on traffic from February 2008 through June 2009.
- 2.4 The Additional Current Charge and the Per Mile Charge shall be subsequently further revised each year in accordance with Article 3.
- 2.5 User shall furnish Owner information concerning all loaded and empty cars in Electronic Data Interchange (EDI) transmission between the carriers. This procedure shall be required at the time the Association of American Railroads (AAR) defines the standard reporting procedures for trackage rights carriers. The carriers shall determine the minimal data requirements.
- 2.6 In no event, shall the Additional Current Charge be less than _____ dollars annually, said amount to be known as the "Additional Minimum Charge", and to also be revised each year in accordance with Article 3 of this Supplemental Agreement.

Article 3 REVISION OF CURRENT CHARGE

- 3.1 This Article 3 replaces Article 6 of the Agreement in its entirety as of the date of this Supplemental Agreement. For purposes of the revision calculation herein, the Current Charge from the Agreement and the Additional Current Charge shall collectively be referred to as the "Current Charge", and the Minimum Charge from the Agreement and the Additional Minimum Charge shall collectively be referred to as the "Minimum Charge". The Per Mile Charge herein and the Per Mile Charge from the Agreement are the same charge.
- 3.2 The Current Charge, the Minimum Charge, and the Per Mile Charge shall be subject to change to reflect any increases or decreases in labor, material and other costs as hereinafter provided.
- 3.3 The Current Charge, the Minimum Charge, and the Per Mile Charge shall be revised upward or downward each year, beginning with the bill rendered for the month of July 2009 to compensate for the increase or decrease in the cost of labor and material, excluding fuel, as reflected in the Annual Indexes of Charge-Out Prices and Wage Rates (1977=100), included in "AAR Railroad Cost Indexes" and supplements thereto, issued by the Association of American Railroads (hereinafter referred to as "AAR"). In making such determination, the final "Material prices, wage rates and supplements combined (excluding fuel)" indexes for the East District shall be used. The Current Charge, the Minimum Charge, and the Per Mile Charge shall be revised by calculating the percent of increase or decrease in the index of the latest calendar year (2008 Index for the first annual adjustment) as related to the index for the previous calendar year (2007 Index for the first annual adjustment) and applying that percent to the Current Charge, the Minimum Charge, and the Per Mile Charge.
- 3.4 By way of example, assuming "A" to be the "Material prices, wage rates and supplements combined (excluding fuel)" final index figure for 2007; "B" to be the "Material prices, wage rates and supplements combined (excluding fuel)" final index figure for 2008; "C" to be the Current Charge, the Minimum Charge, or the Per Mile Charge; and "D" to be the percent of increase or decrease; the revised Current Charge, the Minimum Charge, or the Per Mile Charge stated herein would be revised by the following formula:

$$(1) \frac{B - A}{A} = D \text{ (rounded to the third decimal place)}$$

$$(2) (D \times C) + C = \text{revised Current Charge, Minimum Charge, or Per Mile Charge (each rounded to the}$$

third decimal place), effective July 1 of the year being revised.

3.5 In the event the base for the Annual Indexes of Charge-Out Prices and Wage Rates issued by the AAR shall be changed from the year 1977, appropriate revision shall be made. If the AAR or any successor organization discontinues publication of the Annual Indexes of Charge-Out Prices and Wage Rates, an appropriate substitute for determining the percentage of increase or decrease shall be negotiated by the parties hereto. In the absence of agreement, the parties shall submit the matter to binding arbitration as provided hereinafter.

3.6 At the option of either party hereto, the compensation provided for in this Agreement shall be open for renegotiation every five (5) years from the Commencement Date, as hereinafter defined. In the event the parties fail to reach agreement upon such renegotiation, such failure shall not constitute a breach of this Agreement, and the parties shall continue to be bound by the terms of compensation provided in this Agreement until the matter is settled or submitted to binding arbitration.

Article 4 REGULATORY APPROVAL

4.1 Should this Supplemental Agreement require the prior approval of the Surface Transportation Board (STB), User at its own cost and expense shall initiate and thereafter diligently pursue an appropriate application or petition to secure such approval. Owner shall assist and support efforts of User to secure any necessary STB approval of this Supplemental Agreement.

4.2 Should the STB at any time during the term of this Supplemental Agreement impose and labor protective conditions upon the exemption of this Supplemental Agreement from regulation, User, solely, shall be responsible for any and all payments in satisfaction of such conditions.

Article 5 OTHER PROVISIONS

5.1 All non-conflicting provisions of the Agreement will remain in full force and effect, and shall apply to Merchandise Cars.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Agreement to be executed in duplicate, each part being an original, as of the day and year first above written.

WITNESS:

CSX TRANSPORTATION, INC.

Joanna Griffith
Name: Joanna Griffith

By: Cressie Brown
Name: Cressie Brown
Title: Director - Passenger & JF Contracts

WITNESS:

R. J. CORMAN RAILROAD -
CENTRAL KENTUCKY LINES, LLC

Deborah J. Hawley
Name: Deborah J. Hawley

By: Shawn W. [Signature]
Name: Shawn W. [Signature]
Title: President

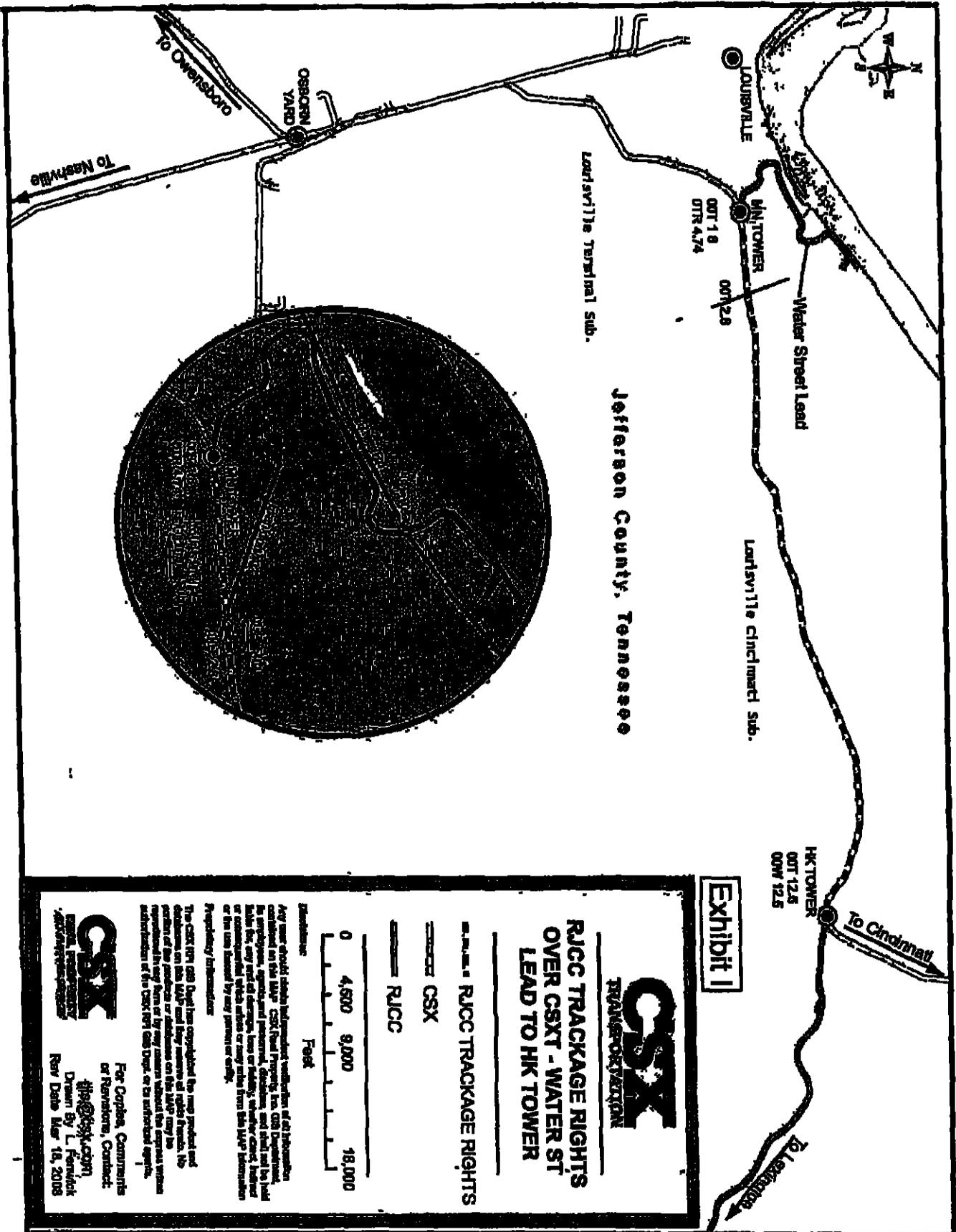


Exhibit I

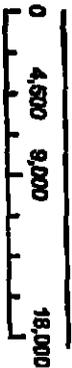


**RJCC TRACKAGE RIGHTS
OVER CSXT - WATER ST
LEAD TO HK TOWER**

Legend:
 [Symbol] RJCC TRACKAGE RIGHTS

[Symbol] CSX

[Symbol] RJCC



Disclaimer:
 Any user should make independent verification of all information contained on this MAP. CSX (Rail Property, Inc. (RPI)) disclaims any responsibility for any errors, omissions, and shall not be held liable for, any kind of damage, loss or liability, whether direct, indirect or consequential which arises or may arise from the MAP information or the use thereof by any person or entity.

Proprietary Information:
 This CSX (RPI) MAP depicts confidential information of CSX (Rail Property, Inc. (RPI)) and its subsidiaries. The content of this product or additions on this MAP may be reproduced in any form or by any means without the express written authorization of the CSX (RPI) MAP Dept. or its authorized agents.

CSX
 RAIL PROPERTY, INC.
 For Copies, Comments or Revisions, Contact:
 @lpl@csx.com
 Drawn By: L. Fenwick
 Rev Date: Mar 18, 2008