

**SECOND AMENDMENT  
to the  
CONTRACT FOR SALE AND PURCHASE**

THIS SECOND AMENDMENT (this "Second Amendment"), made as of March <sup>29<sup>th</sup></sup> 2010, by and between STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, ("State") and CSX TRANSPORTATION, INC., ("CSXT"), amends that certain CONTRACT FOR SALE AND PURCHASE dated as of November 30, 2007, by and between State and CSXT, as previously amended (the "Contract").

**WHEREAS**, the Contract was previously amended by the Corrective Amendment to the Contract dated January 4, 2008 (the "Corrective Amendment"), and

**WHEREAS**, the Parties desire to further amend the Contract 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:

Section 1. Dates, Ten Acre Parcel and Exhibits.

(a) The date of June 30, 2009 appearing in each of Subsection 6.01, 17.01(e) and 17.02(e) of the Contract is hereby amended to December 31, 2010.

(b) The Exhibit Agreement Deadline in Section 23 of the Contract is hereby amended to June 30, 2010.

(c) The text of Section 10.03 is hereby deleted in its entirety and replaced with the following:  
"Intentionally Left Blank."

(d) The text of Section 10.05 is hereby deleted in its entirety and replaced with the following:  
"Intentionally Left Blank."

(e) The List of Exhibits appearing on page iv of the Contract is hereby amended to replace "Exhibit 21 - Demolition Agreement" with "Exhibit 21 - Escrow Agreement," and to add "Exhibit 22 - Signal House Easements."

Section 2. Escrow Closing.

(a) State and CSXT have agreed that, in the event the State has not obtained final Federal Transit Administration full-funding grant agreement approval for the Central Florida Commuter Rail Transit Project Initial Operating Segment (the "Approval"), on or before the Closing Date set forth in Section 6.01 of the Contract, the parties will engage in an Escrow Closing, on or before August 31, 2010, subject to the satisfaction or waiver of all conditions to the Closing in the Contract by the respective party (the "Escrow Closing"). At said Escrow Closing, State and CSXT shall deliver documents and funds (the "Escrowed Items") to a mutually agreed escrow agent pursuant to the terms of an agreement (the "Escrow Agreement"), to be attached to the Contract as Exhibit 21, specifying the terms and conditions for the release from escrow and delivery of the Escrowed Items under certain circumstances. State and CSXT have agreed that the delivery of the Escrowed Items in consummation of the Closing as contemplated by the Contract shall not occur unless and until State has obtained the Approval, and the respective party has satisfied or waived all of the respective conditions to Closing agreed by State and CSXT in the Escrow Agreement and in the Contract. In the event the Escrowed Items are deposited with the escrow agent and the Closing does not occur by December 31, 2010, the Escrowed Items shall be distributed as provided in the Escrow Agreement. Subject to the satisfaction or waiver of the conditions of the Contract and the Escrow Agreement, the Closing shall occur not later than thirty (30) days following the obtaining by State of the Approval.

(b) To effectuate the detailed incorporation of this Second Amendment within the terms of the Contract, the parties agree to timely: (1) further amend the specific provisions of the Contract and any related agreements to the extent appropriate and necessary to reconcile same to fully address and incorporate the agreed Escrow Closing as set forth in Subsection (a), (2) finalize the Escrow Agreement and attach said Escrow Agreement as an exhibit to the Contract, (3) select an escrow agent, and (4) take such other actions as mutually determined to be reasonably necessary to effectuate the intent of this Second Amendment.

Section 3. Title Company Definition.

The definition of "Title Company" in the first sentence of Section 7.03 is hereby amended to First American Title Insurance Company.

Section 4. Limits of the State Property.

(a) Reference to the southern limit of the State Property as Milepost A814.1 (Sta. 42718+10) in Section 1.01(a) of the Contract is hereby amended to Milepost A813.82 (Sta. 42699+64).

(b) Reference to the northern limit of the State Property as Milepost A749.7 (Sta. 39406+75) in Section 1.01(a) of the Contract is hereby amended to Milepost 749.57 (Sta. 39406+75).

Section 5. Signal House Easements. Section 1.01 is amended to: delete "and" after the semicolon at the end of (d), insert a semicolon in place of the period at the end of (e), and add a subsection (f) as follows: "(f) Signal House Easements with respect to Signal Houses located at Columbia Street and Kaley Street as set forth in Exhibit 22 (the "Signal House Easements")."

Section 6. Additional Closing Documents. Section 7.02 is amended to: delete "and" after the semicolon at the end of (h), insert a semicolon in place of the period at the end of (i) and to add new subsections (j), (k), and (l) as follows:

- "(j). The Party Wall Agreement attached as Exhibit 20;
- (k) The Escrow Agreement attached hereto as Exhibit 21; and
- (l) The Signal House Easements attached as Exhibit 22."

Section 7. Additional Recording. Section 7.06 is amended to add: "Within five days of Closing, State shall cause a counterpart of the Party Wall Agreement and Signal House Easements to be recorded in the public records of Orange County, Florida."

Section 8. CSXT Representation.

(a) Subparagraph 11.01(i) of the Contract is hereby amended to insert "; and" in lieu of the semicolon at the end thereof.

(b) Subsection 11.01 is hereby amended to add a new Subparagraph 11.01(j) reading as follows:

"(j) CSXT will invest One Hundred Fifty Million and no/100 Dollars (\$150,000,000.00) in capital expenditures or maintenance related to transportation capacity, facilities or equipment in the State of Florida during the

ten (10) year period following the Closing."

**Section 9. Counterparts.**

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.

**Section 10. No Other Changes.**

Other than as expressly set forth above, the terms and conditions of the Contract 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.

Signed and delivered in the Presence of:

Signed Name: [Signature]

Print Name: William P. Byrne

Signed Name: [Signature]

Print Name: Lauren A. Urbel

CSX TRANSPORTATION, INC., a Virginia corporation

By: [Signature]  
(Signed Name)

Print Name: Peter J. Shudtz

Its: Authorized Agent

Signed and delivered in the Presence of:

Signed Name: [Signature]

Print Name: Noranna Dowds

Signed Name: [Signature]

Print Name: Fredrick Hooge

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: Noranna Dowds  
(Signed Name)

Print Name: Noranna Dowds

Its: District Secretary

Attest: [Signature]

Print Name: Jennifer Wynn

REVIEWED AND APPROVED AS TO FORM

[Signature]  
District Chief Counsel

APPROVED AS TO FINANCIAL TERMS AND FUNDS ARE PROGRAMMED

[Signature]  
Office of the Comptroller

Signature Page to Second Amendment to Contract

CITY  
COUNTY OF WASHINGTON

I, Laraine Watson Johnson, a Notary Public of the State of City of Washington do certify that, on the date below, before me in said County, personally came PETER J SHUPTE, to me known, and known to me to be the person whose name is subscribed to the above instrument, who, being by me first duly sworn, did depose, acknowledge and say that: he resides in WASHINGTON, DC County, \_\_\_\_\_; he is a duly authorized agent of CSX Transportation, Inc., the corporation described in and which executed said instrument; he is fully informed of the contents of the instrument; he signed his name thereto for said corporation pursuant to such authority; and the execution of this instrument is the free act and deed of said corporation; and the conveyance herein is not part of a transaction, sale, lease, exchange or other transfer or conveyance of all or substantially all of the property and/or assets of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal, this 23<sup>rd</sup> day of March, 2010.

Laraine Watson Johnson

Notary Public

My Commission Expires: May 14, 2012

STATE OF FLORIDA  
COUNTY OF VOLUSIA

I, NORMA I. MEJIAS, a Notary Public of the State of Florida, do certify that, on the date below, before me in said County, personally came NORANNE DOWNS, to me known, and known to me to be the person whose name is subscribed to the above instrument, who, being by me first duly sworn, did depose, acknowledge and say that: she resides in Volusia County, Florida; she is Secretary of Transportation District 5 of the Florida Department of Transportation, the State agency described in and which executed said instrument; she is fully informed of the contents of the instrument; she signed her name thereto for said State pursuant to her authority; and the execution of said instrument is the free act and deed of said State of Florida Department of Transportation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal, this 29 day of March, 2010.

Norma I. Mejias  
NORMA I. MEJIAS

Notary Public

My Commission Expires:

