

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

THIS **THIRD AMENDMENT** (this "Third Amendment"), made as of this 20<sup>th</sup> day of December, 2010 (the "Third Amendment Effective Date"), 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 (the "Original Contract"), as previously amended (the "Second Amended Contract," as further defined below). Except as expressly provided herein or unless the context otherwise requires, capitalized terms have the meanings assigned to such terms in accordance with the Second Amended Contract or if not defined therein, the meanings assigned to such terms in accordance with the Escrow Agreement.

**WHEREAS**, the Original Contract was previously amended by the Corrective Amendment to the Contract dated January 4, 2008 (the "Corrective Amendment") and by the Second Amendment to the Contract For Sale and Purchase dated as of March 29, 2010 (the "Second Amendment" with the Original Contract, as amended by the Corrective Amendment and the Second Amendment being referred to as the "Second Amended Contract"), and

**WHEREAS**, the Parties desire to further amend the Second Amended Contract as set forth herein (as further amended herein the "Contract").

**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, Defined Terms, Miscellaneous.**

- (a) The date of December 31, 2010 appearing in each of Subsections 17.01(e) and 17.02(e) of the Second Amended Contract is amended to June 1, 2011.

(b) The definition of "CFOMA" in the sixth "Whereas" clause of the Second Amended Contract is modified to mean that Central Florida Operating and Management Agreement between CSXT and State, dated November 30, 2007, as has been and as may be amended.

(c) The term "sidetrack" as it is used in Section 8.02 of the Second Amended Contract shall have the meaning given to the term "Sidetrack" in CFOMA.

(d) Section 7.03 of the Second Amended Contract is modified to delete "initially consists of four Title Insurance Commitments, one for each of Volusia, Seminole, Orange and Osceola Counties, Florida" and substitute, in lieu thereof "initially consists of multiple Title Commitments on a per parcel basis".

**Section 2. Limits of the State's Property.**

(a) Section 1.01(a) (i) of the Second Amended Contract is amended to read: "that portion of CSXT's A-Line starting at Milepost A749.61, at or near DeLand, Florida and ending at Milepost A813.82, at or near Poinciana, Florida, a distance of approximately 61.35 miles; and".

(b) Section 4 of the Second Amendment is deleted.

**Section 3. Escrow Closing.**

(a) Section 6.01 of the Second Amended Contract is amended and restated in its entirety to read:

"Simultaneously with the Third Amendment Effective Date, the Escrow Agreement attached to the Third Amendment as **Exhibit 21** (the "Escrow Agreement") is being executed by CSXT, State, and First American Title Insurance Company ("Escrow Holder"). The Initial Deposited Documents, as defined in the Escrow Agreement, and the State of Florida warrant for

the Purchase Price and the \$23,000,000.00 payment by State to CSXT under Section 7(f) of the Transition Agreement are being deposited by CSXT and State with Escrow Holder to be held and disposed of pursuant to the provisions of the Escrow Agreement including without limitation the requirement to deposit the Additional Deposited Documents, as defined therein, with Escrow Holder on or before January 31, 2011. The closing ("Closing") of this transaction shall be at the time of the Break of Escrow, as defined in the Escrow Agreement, which, subject to the right of termination expressly provided in Section 17 of the Contract or in the Escrow Agreement, shall occur on or before June 1, 2011 (the "Closing Date")."

(b) Section 2 of the Second Amendment is deleted.

**Section 4. Notice Address Changes for State.**

Section 19.01 of the Second Amended Contract is amended to replace the notice addresses for State with those below:

If to State, to:

Secretary of Transportation  
Florida Department of Transportation  
Haydon Burns Building  
605 Suwannee Street  
MS 57  
Tallahassee, FL 32399-0450

with copy to:

Executive Director, Florida Rail Enterprise  
Florida Department of Transportation  
Haydon Burns Building  
605 Suwannee Street  
MS 57  
Tallahassee, FL 32399-0450

with copy to:

General Counsel  
Florida Department of Transportation

Haydon Burns Building  
605 Suwannee Street  
MS 58  
Tallahassee, FL 32399-0450

**Section 5. Exhibits.**

(a) The List of Exhibits appearing as page (iv) of the Second Amended Contract is deleted and replaced in its entirety with **Schedule 1** to this Third Amendment.

(b) Section 23 of the Second Amended Contract is amended and restated in its entirety to read:

“(a) Exhibits 1, 4 (without exhibits), 8 (without exhibits), 12 (without exhibits), 16, 17, 20, 21 and 22 are attached to the Third Amendment and, to the extent attached to the Original Contract, replace such Exhibits so attached to the Original Contract. Exhibits 18 and 19 remain as attached to the Original Contract. Exhibit 1 shall be revised on mutual agreement of the parties prior to January 31, 2011.

(b) Exhibits 2, 3, 5, 6, 7, 9, 10, 11, 13, 14 and 15 are Additional Deposited Documents, as defined in the Escrow Agreement, as are the exhibits to Exhibit 4, 8 and 12 and such Additional Deposited Documents are to be deposited with Escrow Holder on or before January 31, 2011 (the “Exhibit Agreement Deadline”). The parties agree to cooperate in agreeing upon and depositing the Additional Deposited Documents with Escrow Holder by the Exhibit Agreement Deadline and should they not agree upon the same by the Exhibit Agreement Deadline, as may be extended by a writing signed by both parties, then either party may terminate the Contract.

(c) Upon so depositing the Additional Deposited Documents with Escrow Holder, the parties shall execute a writing, in two or more counterparts, stating that the Additional Deposited Documents, as defined in the Escrow Agreement, copies of which are attached to such writing

(the "Exhibit Attachment Authorization"), may be attached by the other party to its counterpart of the Contract with full force and effect as if attached upon the Third Amendment Effective Date. All exhibits attached hereto and to be attached pursuant to the Exhibit Attachment Authorization are hereby incorporated herein by reference thereto, and made a part of, this Contract."

**Section 6. Counterparts.**

This Third 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 7. No Other Changes.**

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

**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 as of the Effective Date first above written.

[signature pages and notary pages follow]

“CSXT”

Signed and delivered in the presence of:

**CSX TRANSPORTATION, INC.,**  
a Virginia corporation

Signed Name: *Amanda DeCicare*

By: *[Signature]*  
Signature

Printed Name: Amanda DeCicare

Print Name: Peter J. Shudtz  
Title: Authorized Agent

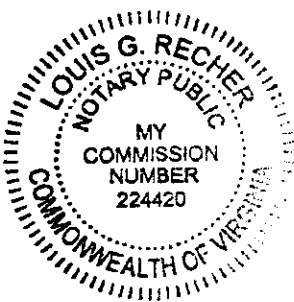
Signed Name: *Louis G. Recher*

Printed Name: Louis G. Recher

STATE OF VIRGINIA  
COUNTY OF HENRICO

I, Louis G. Recher, a Notary Public of the State of Virginia, do certify that, on the date below, before me in said County, personally came Peter J. Shudtz, 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 Richmond, Henrico County, Virginia; 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 18 day of December, 2010.



*Louis G. Recher*

Notary Public  
My Commission Expires:  
[Notarial Seal]

*My Commission Expires April 30, 2011*

[signature page to the Third Amendment to the Contract for Sale and Purchase]

"FDOT"

STATE OF FLORIDA, DEPARTMENT OF  
TRANSPORTATION,

LEGAL REVIEW

E. Clay McManigill, Jr.  
Special Counsel

By: SKopel  
Signature

Print Name: Stephanie C. Kopelousos  
Title: Secretary

APPROVED AS TO FINANCIAL TERMS  
AND FUNDS ARE PROGRAMMED:

Robin M. Nantais  
Office of the Comptroller

STATE OF FLORIDA  
COUNTY OF LEON

I, Nancy R. Jones, a Notary Public of the State of Florida, do certify that, on the date below, before me in said County, personally came Stephanie C. Kopelousos, 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 Leon County, Florida; is the Secretary 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 17th day of June, 2010.

Nancy R. Jones  
Notary Public

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

{Notarial Seal}



NANCY R. JONES  
MY COMMISSION # EE 010488  
EXPIRES: August 10, 2014  
Bonded Thru Budget Notary Services

[Signature page to the Third Amendment to the Contract for Sale and Purchase]

## **Schedule I**

### **List of Exhibits**

- Exhibit 1 – General Map of Subject Property
- Exhibit 2 – Description of Subject Property
- Exhibit 3 – Intangible Inventory
  - SP Intangibles
  - EP Intangibles
  - Transferred Joint Use Intangibles
  - Retained Joint Use Intangibles
- Exhibit 4 – Deed
- Exhibit 5 – Excluded Property
- Exhibit 6 – Included Tangible Personal Property Inventory
- Exhibit 7 – Excluded Tangible Personal Property Inventory
- Exhibit 8 – Bill of Sale
- Exhibit 9 – Transferred Intangibles
- Exhibit 10 – Assignment of Transferred Intangibles
- Exhibit 11 – Memorandum of Assignment of Transferred Intangibles
- Exhibit 12 – Joint Notification Letter of Transferred Intangibles
- Exhibit 13 – Joint Use Agreement(s)
- Exhibit 14 – Aloma Spur and Deland Spur Option Agreement
- Exhibit 15 – Memorandum of Aloma Spur and Deland Spur Option Agreement
- Exhibit 16 – Opinion of CSXT’S Counsel
- Exhibit 17 – Opinion of State’s Counsel
- Exhibit 18 – Outline of Environmental Agreement
- Exhibit 19 – Legislation
- Exhibit 20 - Party Wall Agreement
- Exhibit 21 - Escrow Agreement
- Exhibit 22 Signal House Agreements



Exhibit 1

