

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

This **FIFTH AMENDMENT** (this "Fifth Amendment"), made as of this 31 day of November, 2011 (the "Fifth 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").

WHEREAS, the Original Contract was previously amended by the Corrective Amendment to the Contract dated January 4, 2008 (the "Corrective Amendment"); 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"); by the Third Amendment to the Contract For Sale and Purchase dated as of December 20, 2010 (the "Third Amendment" with the Original Contract, as amended by the Corrective Amendment, the Second Amendment, and the Third Amendment being referred to as the "Third Amended Contract"); and by the Fourth Amendment to the Contract For Sale and Purchase dated as of June 1, 2011 (the "Fourth Amendment" with the Original Contract, as amended by the Corrective Amendment, the Second Amendment, the Third Amendment and the Fourth Amendment being referred to as the "Fourth Amended Contract"); and

WHEREAS, the Parties desire to further amend the Fourth Amended Contract as set forth herein (as further amended herein the "Contract"); and

WHEREAS, Section 23(c) of the Contract contemplates the parties executing an Exhibit Attachment Authorization and attaching certain Additional Deposited Documents to such Exhibit Attachment Authorization; and

WHEREAS, except as expressly provided herein or unless the context otherwise requires, capitalized terms have the meanings assigned to such terms in accordance with the Contract or if not defined therein, the meanings assigned to such terms in accordance with the Escrow Agreement.

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. CSXT Representation.

Subparagraph 11.01(j) of the Contract is hereby amended and restated in its entirety as:

“(j) CSX Corporation, CSXT, EVWR and any affiliate of any of them, collectively, will invest Five Hundred Million Dollars (\$500,000,000) in capital expenditures and maintenance related to transportation capacity, facilities or equipment of CSX Corporation, CSXT, EVWR and any affiliate of any of them in the State of Florida during the eight (8) year period following the Closing, provided all sums referenced in the Master Projects Agreement, any Joint Rail Project Agreement referenced in the Master Projects Agreement or any substitute for any such agreement, as may be amended or supplemented in connection with the transaction contemplated by this Contract (the “Funding Agreements”), have been paid to CSXT or EVWR, as the case may be, in accordance with the Funding Agreements, and the investment by CSXT or EVWR, respectively, in the projects described in the Funding Agreements shall be included in the satisfaction of this representation.”

Section 2. Exhibits.

Sections 23(a) and (b) of the Contract are amended and restated in their entirety to read:

“(a) Exhibits 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.

(b) Exhibits 1 (replaces Exhibit 1 to the Third Amendment), 2, 3, Exhibits to Exhibit 4, 5, 6, 7, Exhibit 8 Exhibits 9, 10, 11, 12 (replaces Exhibit 12 to the Third Amendment), 13, 14 and 15 are Additional Deposited Documents, as defined in the Escrow Agreement, and such Additional Deposited Documents are hereby deposited with Escrow Holder.”

Section 3. Exhibit Attachment Authorization.

The Exhibit Attachment Authorization attached hereto is the Exhibit Attachment Authorization referred to in Section 23(c) of the Contract.

Section 4. Counterparts.

This Fifth 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 5. No Other Changes.


Other than as expressly set forth above, the terms and conditions of the Fourth 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 Fifth Amendment Effective Date first above written.

[signature pages and notary pages follow]

“CSXT”

CSX TRANSPORTATION, INC.,  
a Virginia Corporation

By:   
Signature

Print Name: Peter J. Shudtz  
Title: Authorized Agent

STATE OF FLORIDA  
COUNTY OF DUVAL

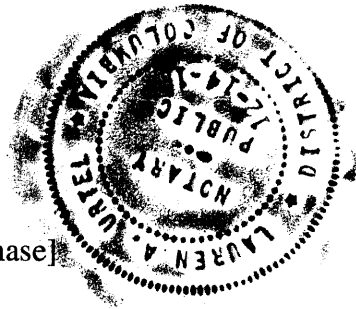
I, Lauren Urtef, a Notary Public of the State of Florida, do certify that, on the date below, before me in said County, personally came Peter J. Shudtz, to me known, and known to me to be the person whose name is subscribed to the above instrument, who, being by me first duly sworn, did depose, acknowledge 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 said 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 31 day of October, 2011.

  
Notary Public

My Commission Expires: 12-14-15

[Notarial Seal]



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

LEGAL REVIEW

*Roger Wood*  
Special Counsel

“FDOT”

STATE OF FLORIDA, DEPARTMENT OF  
TRANSPORTATION,

By: *Ananth Prasad*  
Signature

Print Name: Ananth Prasad, P.E.

Title: Secretary

APPROVED AS TO FINANCIAL TERMS  
AND FUNDS ARE PROGRAMMED:

*Robin M. Naylor*  
Office of the Comptroller

STATE OF FLORIDA  
COUNTY OF LEON

I, *Jennifer L. Parfitt*, a Notary Public of the State of Florida, do certify that, on the date below, before me in said County, personally came Ananth Prasad, P.E., 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 is the Secretary of the State of Florida, Department of Transportation, the State agency described in and which executed said instrument; he is fully informed of the contents of the instrument; he knows the seal of the State of Florida, Department of Transportation; he signed his name thereto for said State of Florida, Department of Transportation pursuant to his 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 31<sup>st</sup> day of October, 2011.



JENNIFFER L. PARFITT  
MY COMMISSION # DD 902494  
EXPIRES: August 4, 2013  
Bonded Thru Budget Notary Services

*Jennifer L. Parfitt*  
Notary Public  
My Commission Expires: 8/4/13

[Notary Seal]

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

## EXHIBIT ATTACHMENT AUTHORIZATION

1. The List of Exhibits appearing as **Schedule 1** of the Third Amended Contract is deleted and replaced in its entirety with **Schedule 1** attached to this Exhibit Attachment Authorization.
  
2. This Exhibit Attachment Authorization is the Exhibit Attachment Authorization required under Section 23(c) of the Contract and the parties are authorized to attach copies of the attachments hereto, being copies of all the exhibits listed on Scheduled 1 hereof, to their respective counterparts of the Contract with full force and effect as if attached to the Third Amendment upon the Third Amendment Effective Date. All exhibits attached hereto are hereby incorporated into the Contract by reference thereto, and made a part of, this Contract.

**Schedule 1**  
**List of Exhibits**

- Exhibit 1 - General Map of Subject Property
- Exhibit 2 - Description of Subject Property
- Exhibit 3 - Intangible Inventory
- 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 - Third Party Contracting Party Under Assigned Contract and Third Party utility Providers Joint Notification Letters
- 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

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