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November 26, 2014

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237121

Ms. Cynthia T. Brown
Chief of the Section of Administration, Office of Proceedings
Surface Transportation Board
395 E Street, S.W.
Washington, D.C. 20423-0001

ENTERED
Office of Proceedings
November 26, 2014
Part of
Public Record

Re: Finance Docket No. 35523, *CSX Transportation, Inc. –Joint Use – Louisville & Indiana Railroad Company, Inc.*

Dear Ms. Brown:

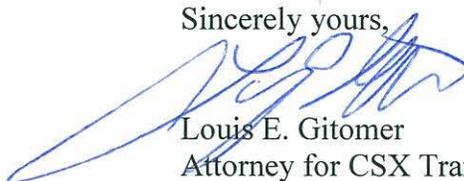
Enclosed for e-filing is the Second Amendment to Transaction Agreement dated as of November 25, 2014 between CSX Transportation, Inc. (“CSXT”) and the Louisville & Indiana Railroad Company, Inc. (“L&I”). The Transaction Agreement dated as of May 30, 2013 was included in Volume II of the Application filed with the Surface Transportation Board (the “Board”) on June 14, 2013. The Amendment to Transaction Agreement was filed on March 31, 2014.

By Decision No. 6 served on November 25, 2013, the procedural schedule in this proceeding was held in abeyance pending completion of the preparation of a Supplemental Environmental Assessment, completion of the environmental review process, and further Board order. The Supplemental Environmental Assessment was served on October 31, 2014 and comments are due on December 1, 2014.

CSXT and L&I have agreed to again amend the Transaction Agreement to delete certain tax pre-closing conditions and to extend the dates (1) to agree upon an upgrade dispatching system to March 31, 2015, (2) to comply with pre-closing conditions to March 31, 2015, and (3) to terminate the Transaction Agreement to September 30, 2015.

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

Sincerely yours,



Louis E. Gitomer
Attorney for CSX Transportation, Inc.

Enclosure

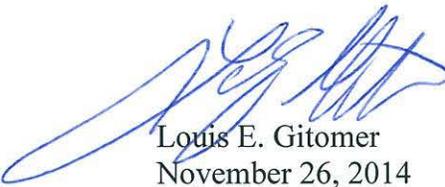
CERTIFICATE OF SERVICE

I certify that this letter and Second Amendment to Transaction Agreement were served by first class mail, postage prepaid on:

William A. Mullins
Baker & Miller PLLC
2401 Pennsylvania Ave., N.W., Suite 300
Washington, DC 20037

Scott Stewart
Ports of Indiana-Jeffersonville
1402 Port Road
Jeffersonville, IN 47130

Jonathan H. Sandoz
Consolidated Grain and Barge Co.
1127 Highway 190, East Service Road
Covington, LA 70433



Louis E. Gitomer
November 26, 2014

This SECOND AMENDMENT TO TRANSACTION AGREEMENT

("Amendment") is made as of this 25 day of November 2014, by and between CSX Transportation, Inc., a Virginia corporation ("CSXT") and Louisville & Indiana Railroad Company, an Indiana corporation ("L&I"). CSXT and L&I are sometimes referred to herein collectively as the "Parties" and individually as a "Party."

WITNESSETH:

WHEREAS, the Parties have entered into that certain Transaction Agreement, dated as of May 30, 2013, and amended as of March 28, 2014 (the "Transaction Agreement"); and

WHEREAS, the Parties desire to further amend the Transaction Agreement to the extent set forth below.

NOW, THEREFORE, in consideration of the premises, the mutual covenants, and the other good and valuable consideration set forth herein, CSXT and L&I, intending to be bound, agree as follows:

1. Section 3 of the Transaction Agreement shall be deleted in its entirety.
2. Section 5.A of the Transaction Agreement shall be deleted in its entirety.
3. The December 31, 2014 date in Section 5.H of the Transaction Agreement with respect to the dispatching enhancement shall be replaced with the date of March 31, 2015.
4. The September 30, 2014 date in Section 6 of the Transaction Agreement shall be replaced with the date of March 31, 2015, and the November 30, 2014, date in Section 6 of the Transaction Agreement shall be replaced with the date of September 30, 2015.
5. Except to the extent expressly modified herein, all terms and conditions of the Transaction Agreement shall remain in full force and effect.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed as of the day and year first above written.

CSX Transportation, Inc.

WITNESS:

Nina Irish
Name: NINA IRISH
Title: DIRECTOR JOINT FACILITIES

Lawrence L. Rascliffe
Name: LAWRENCE L. RASCLIFFE
Title: DIRECTOR NETWORK PLANNING

Louisville & Indiana Railroad Company

WITNESS:

Charles D. Ward
Name: CHARLES D. WARD
Title: ASSISTANT CHIEF DISPATCHER

John D. Goldman
Name: John D. Goldman
Title: President