

CSX TRANSPORTATION, INC.
PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the "Agreement") is made and entered into this _____ day of _____, _____, by and between **CSX Transportation, Inc.** ("CSXT"), a corporation formed pursuant to the laws of the Commonwealth of Virginia and with principal place of business at 500 Water Street, Jacksonville, Florida 32202 and _____ ("Technical Advisor"), whose address is _____.

WITNESSETH:

WHEREAS, CSXT desires to retain an independent contractor to perform certain professional services which require professional judgment and skills and may or may not require necessary supervision and performance of some ancillary tasks or use of equipment such as instruments, tools, or machinery; and

WHEREAS, Technical Advisor has special professional expertise in the involved area and is willing to provide the professional services desired by CSXT.

NOW, THEREFORE, in consideration of the valuable mutual benefits which will inure to both parties, CSXT and Technical Advisor do hereby covenant and agree as follows:

ARTICLE I
PROJECT OVERVIEW

Technical Advisor shall provide for CSXT the professional services described below from May 14th 2007 until August 31st 2007 (the "Term"), with possibility of extension in the sole discretion of CSXT. Any plans, drawings, specifications, or other documents referred to in the following description of the professional services (the "Project") are hereby incorporated as part of this Agreement. The professional services (the "Services") shall include those services described on Exhibit A attached hereto and incorporated herein.

ARTICLE II
PROFESSIONAL EXPERTISE

Technical Advisor has represented to CSXT that Technical Advisor possesses the necessary expertise to perform the Services described above, and CSXT has relied on Technical Advisor's representations to that effect. Technical Advisor will proceed with the Project and will provide the Services in a manner consistent with the standard of care practiced by similar professionals in the field.

ARTICLE III
TECHNICAL ADVISOR'S STATUS AS INDEPENDENT CONTRACTOR

Technical Advisor recognizes and acknowledges that it will perform the Services covered by this Agreement as an independent contractor and not as an employee of CSXT. Technical Advisor shall employ and supervise the personnel needed to perform the Services.

ARTICLE IV
COMPENSATION FOR PROFESSIONAL SERVICES

As compensation for Technical Advisor's performance of the Services, CSXT shall pay Technical Advisor as provided in Exhibit A attached hereto.

ARTICLE V
SAFETY AND ENVIRONMENTAL REQUIREMENTS WHILE ON CSXT PROPERTY

Technical Advisor will comply with the following requirements, policies, and regulations immediately upon entering onto CSXT property, before commencing work, and while performing work on CSXT property. Noncompliance will be considered a breach of this agreement and grounds for immediate termination by CSXT.

SAFETY

Technical Advisor will obtain and become familiar with the booklet entitled "THE CSX SAFE WAY." Technical Advisor shall also comply with all CSXT Safety requirements while performing work on CSXT Property. Said requirements include wearing required safety attire.

Technical Advisor will obtain copies of CSXT Videos entitled, "CSXT SAFETY POLICY FOR OUTSIDE CONTRACTORS" and "PROFESSIONAL DRIVER SAFETY AWARENESS" and require all personnel that will be assigned to CSXT projects to view these videos.

In the interest of safety, Technical Advisor will comply with the following procedures while performing Services on CSXT property:

- (a) Prior to commencement of the Services on CSXT property, Contractor shall initiate a conference with representatives of CSXT to develop a safety action plan, establish safety procedures, review safety policies and regulations, develop an emergency action plan, and discuss the specifics of the Services. After the conference, Technical Advisor will be required to conduct a daily job briefing with everyone involved in the Services. The process, content, and detail of the job briefings will be determined at the conference.
- (b) Contractor and CSXT and their personnel involved in the Services must have a clear understanding as to whether equipment or workers will foul active or potentially active railroad tracks, the estimated length of time available to the

Contractor, and the actual starting and completion times (including work breaks). All parties involved must have a clear understanding as to whether flagging protection will be required at the work site, and if so, the nature of such flagging protection. If a railroad flagman is required, Contractor will make the necessary arrangements through CSXT's local supervisor. Contractor's personnel must remain within the boundaries specified by the flagman. If Contractor's personnel do not remain within those boundaries, the flagman may order Contractor to suspend the Services, and Contractor shall immediately comply.

- (c) Technical Advisor will comply with all state or federal labor laws pertaining to its employees engaged in the Project.
- (d) Technical Advisor will comply with all applicable regulations of FRA and OSHA.
- (e) Technical Advisor's employees shall not cross CSXT's right-of-way and tracks with vehicles or equipment, except at crossings which are either open to the public or other crossings as approved by CSXT.
- (f) Technical Advisor shall secure written permission from CSXT for the erection of any temporary structures on or adjacent to CSXT's property.
- (g) Should CSXT or Technical Advisor become aware of any condition that potentially affects the safety of train movements, structures, personnel on site, or persons or property near the site, work associated with the Project shall immediately cease, and not be continued until the condition is corrected to the satisfaction of CSXT.

ENVIRONMENTAL

Technical Advisor shall comply with all applicable state and federal statutes and regulations relating to pollution prevention and control, and sedimentation and erosion control.

ARTICLE VI

LIABILITY AND COMPLIANCE WITH APPLICABLE LAW

A. Technical Advisor shall indemnify, defend, and hold harmless CSXT and its affiliated companies with respect to any and all attorneys' fees, liability, claims, demands, payments, suits, actions, recoveries, penalties, costs, legal expenses, judgments, and settlements of every nature, degree, and kind, for any injury to or death of any person(s), for the loss of or damage to any property whatsoever (including but not limited to property owned by or in the care, custody, or control of CSXT or Technical Advisor, for illegal activity by Technical Advisor's agents or employees engaged in work relating to the Project, and for environmental damages including any related remediation brought or recovered against CSXT and its affiliated companies by reason of any act or omission of Technical Advisor, its agents, employees, or subcontractors - and subcontractors' agents or employees - which is or are related in any way whatsoever to the Project.

B. Technical Advisor further assumes any and all risks of death of or injury to Technical Advisor's own employees, however caused and including but not limited to death or injury caused by CSXT's negligent acts of any degree, and agrees to defend, indemnify and hold CSXT harmless with respect thereto.

C. Technical Advisor shall strictly comply with any federal, state, or local laws, statutes, codes, ordinances, rules, and regulations applicable to the Project and expressly agrees to indemnify, defend, and hold harmless CSXT with respect to any fines, penalties, liabilities, or other consequences for its failure to so comply.

D. Technical Advisor's obligation to indemnify, defend, and hold harmless CSXT pursuant to this article shall also extend to CSXT's affiliated companies.

ARTICLE VII INSURANCE REQUIREMENTS

Technical Advisor shall procure and maintain, at its expense, Workmen's Compensation and Employers Liability Insurance as required by law, and such insurance must contain a waiver of subrogation against CSXT and its affiliated companies; Commercial General Liability coverage in an amount not less than \$2,000,000.00 in combined single limits for bodily injury and property damage; and Professional Liability coverage in an amount not less than \$2,000,000.00. A certificate of insurance naming CSXT as an additional insured and specifying such coverage will be furnished to CSXT, and the required coverage will be kept in force until all of Technical Advisor's obligations under this Agreement have been fully discharged and fulfilled, or until Technical Advisor shall have been specifically released therefrom by a written instrument signed by an authorized officer of CSXT. The insurance policy shall provide that the insurance carrier must give CSXT notice at least thirty days in advance of cancellation of coverage, of any change in coverage, or of cancellation of the policy. Contractor shall also provide evidence of automobile liability insurance of at least \$500,000 combined single limit for bodily injury and/or property damage per occurrence. Notwithstanding any provisions of this article, the liability assumed by Technical Advisor shall not be limited to the required insurance coverage.

ARTICLE VIII PATENTS AND COPYRIGHTS

The parties intend that CSXT shall be entitled to all patent rights and all copyrights to any products, tools, devices, manuals, plans, drawings, programs (including but not limited to computer programs) and anything else subject to patent or copyright (collectively the "Intellectual Property") invented, generated, developed, or otherwise produced by Technical Advisor in conjunction with performing the professional services required to progress and complete the Project. Such Intellectual Property shall be considered work made for hire under this Agreement, and Technical Advisor shall insure that any of Technical Advisor's affiliates, agents, employees, or subcontractors will agree to assign to CSXT any copyright or patent right for Intellectual Property created in conjunction with the Project. Notwithstanding the foregoing, CSXT recognizes and acknowledges that any copyrights or patent rights obtained by Technical Advisor or its affiliates, agents, employees, and subcontractors prior to the date of this

Agreement shall not be conveyed to CSXT. Technical Advisor hereby conveys and assigns to CSXT all of Technical Advisor's rights, titles, and interests in any copyrights or patent rights with respect to the Intellectual Property produced in conjunction with the Project, including but not limited to the sole and exclusive right to copy such Intellectual Property and to sell, license, or transfer such Intellectual Property to third parties. Upon request, Technical Advisor will execute an exclusive right to copy such Intellectual Property and to sell, license, or transfer such Intellectual Property to third parties. Upon request, Technical Advisor will execute any documents necessary to secure, obtain, register, or assign such copyrights or patent rights in the name of CSXT, and CSXT shall have such documents prepared at its expense.

ARTICLE IX SUBCONTRACTING

Technical Advisor shall not subcontract any portion of the Services to a third party without the prior written consent of CSXT. Notwithstanding the foregoing, Technical Advisor may subcontract a portion of the Services to its subsidiary or affiliated companies, but Technical Advisor shall not be relieved of any obligation to CSXT as a result of such subcontracting.

ARTICLE X AUDIT OF RECORDS

Upon reasonable notice and during normal business hours, CSXT may audit Technical Advisor's records relating to the Project. Such audits may be performed by CSXT, an affiliate of CSXT, or an independent auditor retained by CSXT, and they shall be performed at CSXT's expense. Technical Advisor shall retain its records relating to the Project for at least three years after the Project is completed, and CSXT shall have the right to audit those records during that three year period.

ARTICLE XI CONFIDENTIALITY

The following information is deemed confidential and proprietary information subject to CSXT's dominion and control and shall not be disclosed to a third party without the express written consent of CSXT: (i) all of the Intellectual Property and any related work papers, computer programs, data, and related items created by Technical Advisor in conjunction with the Project, and (ii) any and all information deemed confidential or proprietary by CSXT and disclosed to Technical Advisor in the performance of the Services described herein. Technical Advisor shall notify CSXT if such items are the subject of any document request or subpoena or if disclosure is requested pursuant to any law or regulation so that CSXT may timely object to such disclosure if it should wish to do so. This confidentiality requirement shall not apply to any Intellectual Property or other information associated with the Project which becomes part of the public domain through no fault of Technical Advisor.

ARTICLE XII
PROHIBITION OF IMPROPER INFLUENCES

Technical Advisor represents that it has not and will not provide any gift, rebate, or other compensation - excluding nominal business entertainment or gifts - to any official, employee, representative, or agent of CSXT or any of its affiliated or subsidiary companies. Technical Advisor further represents that none of its officials or employees are known to be employed by CSXT or any of its affiliated or subsidiary companies. Technical Advisor agrees to promptly notify CSXT if it becomes aware of information requiring modifications to either of the foregoing representations. Technical Advisor understands that CSXT has relied upon the representations set forth in this article and that failure to honor them will give CSXT the right to declare this Agreement in default.

ARTICLE XIII
NOTICES

All notices and certificates of insurance required or permitted pursuant to this Agreement shall be sent to the following representatives of the parties at the indicated addresses.

TO CSXT:

Name:
CSX Transportation
550 Water Street
Jacksonville, FL 32202

TO TECHNICAL ADVISOR:

ARTICLE XIV
FORCE MAJEURE

Either party shall be excused from performing its contractual obligations if it is prevented or delayed in such performance by conditions that constitute *force majeure* such as acts of God, acts of the public enemy, labor disturbances, authority of law, fire or explosion, war, insurrection, or any like causes beyond the control of CSXT or Technical Advisor. If the *force majeure* continues for at least fifteen days, however, either party may cancel this Agreement upon written notice. A party wishing to take advantage of the relief provided in this article must immediately advise the other party of the existence of the *force majeure* condition and the estimated time of its duration.

ARTICLE XV
CONFLICTING AGREEMENTS

If the scope of this Agreement overlaps with the scope of other agreements between these parties, the documents will be construed to the fullest extent possible as being compatible rather than contradictory.

ARTICLE XVI
NONDISCRIMINATION

CSXT's corporate policies provide for equal opportunities in employment without regard to race, color, religion, sex, age, or national origin, and CSXT is committed to employing and advancing qualified disabled veterans, handicapped persons, and Vietnam era veterans. CSXT further complies with the requirements placed on government contractors and subcontractors by Executive Order 11246, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, and Section 503 of the Rehabilitation Act of 1973. With regard to performing the professional services required to progress and complete the Project, Technical Advisor shall likewise comply with those Executive Orders, statutes, rules, and regulations, as applicable.

ARTICLE XVII
ENTIRE UNDERSTANDING

This Agreement embodies the entire understanding of the parties, and it may not be waived or modified except through written documents signed by authorized representatives of both parties.

ARTICLE XVIII
CHOICE OF LAWS

This Agreement shall be construed pursuant to the laws of the State of Florida without regard to conflict of laws provisions.

ARTICLE XIX
SERVERABILITY

The invalidity, illegality or unenforceability of any provision of this Agreement shall not affect the validity, legality or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives as of the date and year first above written.

CSX TRANSPORTATION, INC.

By: _____

Name: Fran J. Chinnici

Title: VP - Purchasing

TECHNICAL ADVISOR

By: _____

Name: