

FIRST AMENDMENT TO SALES CONTRACT

THIS FIRST AMENDMENT TO OPTION AGREEMENT (the “**First Amendment**”) is made and entered into as of the 3rd day of October, 2018, by and between **LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT**, (“**Owner**”), and **NORFOLK SOUTHERN RAILWAY COMPANY**, (“**Railroad**”).

W I T N E S S E T H:

WHEREAS, Owner and Railroad entered into that certain Option Agreement dated as of April 17, 2017, (the “**Option Agreement**”) which grants to Railroad the right to purchase the land and improvements of Owner (hereinafter styled “**Premises**”) situated at or near 247 Alpha Avenue, Louisville, Jefferson County, KY, as shown on print of Drawing No. RB -2016-15, dated August 16, 2016 (attached to the Option Agreement), which ripened into a Sale Contract dated as of September 28 2017 (the “**Sales Contract**”) upon notice of exercise

WHEREAS, Owner and Railroad desire to extend the Sales Contract;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Sales Contract is hereby amended, and the parties hereto do agree as follows:

1. Sales Contract Ratification/Extension. Owner and Railroad agree that the parties hereby extend the Sales Contract period from an initial closing date of on or about March 28, 2018 to a new closing date **on or before December 21, 2018**, subject to all other provisions of the Sales Contract. Owner and Railroad acknowledge and agree that this First Amendment shall be retroactively effective from March 28, 2018, and all parties hereby ratify and affirm all rights and duties under the Sales Contract, as if this First Amendment had otherwise been executed prior to March 28, 2018.

2. Counterparts; Facsimile Signatures. This First Amendment may be executed in any number of counterparts, including facsimile, electronic or scanned PDF documents. Each such counterpart, facsimile, electronic or scanned PDF document shall be deemed an original instrument, and all of which, together, shall constitute one and the same executed First Amendment.

3. Miscellaneous. The parties hereto hereby acknowledge and agree that the Sales Contract, as modified by this First Amendment, remains in full force and effect and has not otherwise been modified or amended. All capitalized terms in this First Amendment which are not otherwise defined herein shall have the meaning ascribed to them in the Sales Contract. This First Amendment shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. This First Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment in duplicate, each part being an original, as of the day and year first above written.

**OWNER:
LOUISVILLE/JEFFERSON COUNTY
METRO GOVERNMENT**

Ellen M. Nelson
Printed Name: Ellen M. Nelson
Title: Deputy Mayor

Approval as to form:

John A. Wilmes
Printed Name: JOHN A. WILMES
Title: Assistant Jefferson County Attorney

RAILROAD:

**NORFOLK SOUTHERN RAILWAY
COMPANY**

Malcolm G. Roof
By: Malcolm G. Roof
Title: Real Estate Manager