

EXHIBIT G
OWNER'S AGREEMENT

THIS OWNER'S AGREEMENT (this "Agreement") is made as of this _____ day of _____, 2021 (the "Effective Date") by **CSX TRANSPORTATION, INC.**, a Virginia corporation ("CSXT"), in favor of **FIDELITY NATIONAL TITLE COMPANY** (the "Title Company"; collectively with CSXT, the "Parties" and each, individually, a "Party").

RECITALS

A. CSXT and the Virginia Department of Rail and Public Transportation, a political subdivision of the Commonwealth of Virginia ("DRPT"), have entered into a Comprehensive Rail Agreement dated as of _____, 2021 (as amended, the "Comprehensive Rail Agreement"), pursuant to which CSXT has agreed to sell and DRPT has agreed to purchase certain interests in railroad rights of way located principally in the Commonwealth of Virginia but also in the District of Columbia and the State of North Carolina, more particularly described therein ("CSXT's ROW"). All capitalized terms used in this Agreement and not otherwise defined herein shall have the respective meanings set forth in the Comprehensive Rail Agreement.

B. The Title Company has agreed to issue its owner's policy of title insurance in favor of DRPT with respect to the portion of CSXT's ROW identified in the Comprehensive Rail Agreement as "Segment 1" and more particularly described as the "Property" in a deed from CSXT and Richmond, Fredericksburg & Potomac Railway Company to DRPT, to be recorded in various local jurisdictions in Virginia, and in a deed from CSXT to DRPT, to be recorded in the District of Columbia (collectively, the "Segment 1 Deeds" and each, individually, a "Segment 1 Deed").¹

D. In order to facilitate the closing for Segment 1 and to provide certain assurances to the Title Company to induce the Title Company to insure the gap between Sale Date 1 and recordation of the Segment 1 Deeds and otherwise to issue its owner's policy for Segment 1 in favor of DRPT, CSXT has agreed to enter into this Agreement.

NOW, THEREFORE, in consideration of the sum of TEN DOLLARS and 00/100 (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CSXT hereby agrees as follows:

1. Liens. If any judgment liens, other liens for the payment of money or lis pendens encumber the Property on or before the end of the Post-Closing Period (as hereinafter defined), other than mortgages, deeds of trust, mechanics' and materialmen's liens, and any lien relating to amounts owed by or claims against DRPT, CSXT shall, at its option, cause such lien or lis pendens to be released, provide a corporate surety bond with respect to such lien or lis pendens or execute

¹ If an Owner's Agreement will be provided for Segment 2 and/or Segment 3, references to Segment 1 and other relevant provisions will be modified as appropriate.

and deliver to the Title Company an indemnity agreement, in form and substance reasonably satisfactory to both Parties, with respect to such liens or lis pendens.

2. Representations and Warranties. All of the representations and warranties of CSXT set forth in Section 10.1 of the Comprehensive Rail Agreement, to the extent they relate to the Property or the conveyance thereof by CSXT to DRPT, are true and correct in all material respects on and as of Sale Date 1 as if made on and as of such date[, except as amended, supplemented or modified by an Amendment Notice pursuant to Section 10.3 of the Comprehensive Rail Agreement].²

3. Further Encumbrances. CSXT does hereby represent and warrant that from and after March [15], 2021 to the date and time of Sale Date 1 CSXT has not, and CSXT does hereby covenant and agree that during the period from the date and time of Sale Date 1 to the earlier of (a) the date and time on which the last Segment 1 Deed is recorded in the applicable recording office or (b) fifteen (15) days after Sale Date 1 (the “Post-Closing Period”) CSXT shall not, in each case without prior written consent of DRPT, convey any portion of the Property or any rights therein, nor enter into any conveyance or other agreement or amendment to agreement granting to any Person or entity any rights with respect thereto or any part thereof, or any interest whatsoever therein, or any option thereto, unless such conveyance, right or other interest is: (i) an exercise by CSXT of any right reserved by it under the Comprehensive Rail Agreement, (ii) in the ordinary course of CSXT’s business with respect to licenses, wirelines and other similar third party occupancies that would not materially adversely affect the ability of DRPT to construct, maintain, or operate any planned rail lines within the Property as set forth in Comprehensive Rail Agreement, or (iii) subordinate to the rights of DRPT under the Comprehensive Rail Agreement. CSXT further represents and warrants that from and after the Effective Date to the date and time of Sale Date 1 CSXT has not, and CSXT does hereby covenant and agree that during the Post-Closing Period CSXT shall not, fail to make any payments due to any Person or entity who, as a result of such failure, would have the right to claim any lien rights with respect to the Property or any interest of CSXT therein. CSXT shall have the right to contest any such payment so long as CSXT bonds off any liens filed with respect thereto or provides the Title Company with reasonably adequate security with respect thereto.

4. Mechanics Liens. If any mechanics or materialmen’s lien has been filed prior to the Effective Date or is filed after the Effective Date against the Property for amounts owing with respect to work performed or materials supplied before the end of the Post-Closing Period by or at the request of CSXT (a “Mechanics Lien”), CSXT shall, at its option, cause such Mechanics Lien to be released, provide a corporate surety bond with respect to such Mechanics Lien or execute and deliver to the Title Company an indemnity agreement, in form and substances reasonably satisfactory to both Parties, with respect to such Mechanics Lien. CSXT shall have the right to contest any claim represented by a Mechanics Lien so long as CSXT bonds off the Mechanics Lien or provides the Title Company with reasonably adequate security with respect thereto. For the avoidance of doubt, a “Mechanics Lien” shall not include any mechanics’ or materialmen’s liens for amounts owing with respect to work performed or materials supplied by or at the request of DRPT, including any such work or materials contemplated or authorized by the Comprehensive Rail Agreement.

² Bracketed clause to be omitted if not applicable.

5. Entire Agreement. This Agreement, together with the exhibits and schedules attached hereto, constitutes the entire agreement between the Parties with respect to the subject matter of hereof and supersedes all prior negotiations, understandings, agreements, arrangements and understandings, both oral and written, among the Parties with respect to such subject matter.

6. Amendment. This Agreement may not be amended or modified in any respect, except by the mutual written agreement of the Parties.

7. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors and assigns.

8. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without applying conflict of law principles.

9. Counterparts; Electronic Transmission. This Agreement may be executed in two or more counterparts which taken together shall constitute one and the same agreement, even though no one counterpart bears the signature of every Party to the Agreement. A signature transmitted by facsimile or other electronic transmission shall have the same force and effect as an original signature.

IN WITNESS WHEREOF, CSX TRANSPORTATION, INC., pursuant to due corporate authority, has caused its name to be signed hereto by its officers hereunto duly authorized and duly attested.

ATTEST: _____
Secretary

CSX TRANSPORTATION, INC., a Virginia corporation

By: _____
Print Name: _____
Print Title: _____

STATE OF _____
CITY/COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2021,
by _____, as _____ of CSX Transportation, Inc., a Virginia
corporation, on behalf of the corporation.

My commission expires: _____

[SEAL]

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