

SECOND AMENDMENT TO DONATION AGREEMENT

THIS SECOND AMENDMENT TO DONATION AGREEMENT is made and entered into as of this 31st day of March, 2009, by and between BNSF RAILWAY COMPANY ("BNSF"), the PORT OF SEATTLE, a municipal corporation of the State of Washington ("Port") and KING COUNTY, a political subdivision of the State of Washington ("County").

RECITALS

A. On May 12, 2008, BNSF, the Port and the County entered into: (i) a Donation Agreement whereby BNSF agreed to donate to the Port portions of BNSF's property known as the Woodinville Subdivision ("Subdivision"); and (ii) a Purchase and Sale Agreement for the Port's acquisition of other portions of the Subdivision ("North Agreement"). The County desires to use the Railbanked and Wilburton Portions of the Subdivision for public trail and other transportation purposes. At Closing, the Port will grant the County a Public Multipurpose Easement for the County's use of the Railbanked and Wilburton Portions of the Subdivision.

B. Pursuant to the First Amendment to Donation Agreement and the First Amendment to Purchase and Sale Agreement, the parties previously extended the Closing Date of the Donation Agreement and of the North Agreement to March 31, 2009.

C. The parties have now agreed to further extend the Closing Date of the Donation Agreement and of the North Agreement.

NOW, THEREFORE, in consideration of their mutual promises, the parties hereby agree as follows:

1. The definition of Closing Date in Section 1.1 of the Donation Agreement is amended to read as follows:

Closing Date. June 30, 2009.

2. Except as amended herein, all other terms, covenants and conditions of the Donation Agreement shall remain in full force and effect.

3. Counterparts. This Second Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which, when taken together, shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Donation Agreement as of the date first written above.

BNSF RAILWAY COMPANY

By: Richard E. Weicher

Name: Richard E. Weicher

Title: Vice President & General Counsel – Regulatory

PORT OF SEATTLE

By: _____

Name: Tay Yoshitani

Title: Chief Executive Officer

KING COUNTY

By: _____

Name: Ron Sims

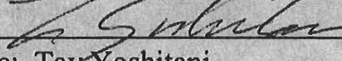
Title: King County Executive

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