

FIRST AMENDMENT TO MEMORANDUM OF AGREEMENT

THIS FIRST AMENDMENT TO MEMORANDUM OF AGREEMENT (“**Amendment**”) is entered into as of this 21st day of April, 2014 by and between CSX Transportation, Inc., (“**CSXT**”) a corporation organized and existing under the laws of the Commonwealth of Virginia, the District of Columbia, a municipal corporation (“**District**”) and the District of Columbia, acting through by and through the Office of the Deputy Mayor for Planning and Economic Development (“**DMPED**”) and the District Department of Transportation (“**DDOT**”).

WHEREAS, the parties hereto are parties to that certain Memorandum of Agreement dated as of August 23, 2010 (“**MOA**”); and

WHEREAS, the parties desire to amend the Memorandum as provided herein;

NOW, THEREFORE, for good and valuable consideration, the parties hereto hereby agree as follows:

1. Section A of Article III is hereby amended by inserting the following new paragraph at the end thereof :

“Notwithstanding anything to the contrary in Sections A and B of this Section III, none of the CSXT Credit Amount shall be used for the Virginia Avenue Tunnel Expansion Project. In exchange for the payments in the total amount of \$4,171,044 CSXT previously made to DDOT pursuant to Section IV.C below to assist DDOT with the 11th Street Bridge Project, DDOT and CSXT agree to work together to identify an eligible project for the use of the CSXT Credit Amount using traditional federal appropriations and obligations for resurfacing of Federal-Aid facilities within the next six (6) months, however, failure to identify an eligible project shall not constitute a default under the MOA, as amended.”

2. Article VIII of the Memorandum is hereby deleted.
3. This Amendment may be executed in multiple counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.
4. All provisions, terms and conditions contained in the MOA not expressly modified by this First Amendment, shall remain in full force and effect.

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IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date first written above.

CSX Transportation, Inc.

By: Louis E. Renzel
Name: Louis E. Renzel
Title: Vice President - Strategic Infrastructure

District of Columbia, by and through the District
Department of Transportation

By: _____
Name:
Title:

District of Columbia, by and through the Office of
the Deputy Mayor of Planning and Economic
Development

By: _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date first written above.

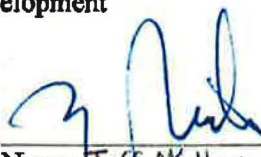
CSX Transportation, Inc.

By: _____
Name:
Title:

District of Columbia, by and through the District
Department of Transportation

By: 
Name:
Title:

District of Columbia, by and through the Office of
the Deputy Mayor of Planning and Economic
Development

By: 
Name: Jeff Miller o/b/o Deputy Mayor Hoskins,
Title: per Office Order 2014-4