Second Amendment to the Master Lease Agreement

This Second Amendment to the Master Lease Agreement (“Amendment”), is made this [●] day of [●], 2021 (the “Amendment Effective Date”), by and among CSX Transportation, Inc., as lessor (the “Railway”), and the Northern Virginia Transportation Commission and the Potomac and Rappahannock Transportation Commission, as lessees (collectively the “Commissions,” and the Commissions and the Railway are collectively referred to herein as the “Parties”).

WHEREAS, the Parties entered into the Master Lease Agreement (“MLA”) dated May 6, 2013, as amended by the Supplement and Amendment Agreement, dated June 28, 2019, under which Railway leases to the Commissions the surface rights to certain commuter rail stations, some of which preceded the start of the Commissions’ commuter rail service and some of which were constructed by the Commissions (the “Premises”).

WHEREAS, Railway and the Virginia Department of Passenger Rail Transportation (“DRPT”) have entered into that certain Comprehensive Rail Agreement (the “CRA”) pursuant to which DRPT will purchase from Railway, among other property, a portion of the RF&P Corridor (the portion so purchased, “Segment 1”), subject to a retained, perpetual, exclusive freight easement, governed by the Joint Operating and Maintenance Agreement (“JOMA”).

WHEREAS, the property sold under the CRA includes portions of the Premises that are subject to the MLA.

WHEREAS, the Parties desire to amend the MLA to remove the portion of the Premises located within Segment 1 from the MLA, and to allow the Commissions to retain the remainder, rent free (other than as provided herein), for the duration of the JOMA.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances herein contained, and other consideration the receipt and sufficiency of which is hereby acknowledged, and with the intent to be legally bound hereby, the Commissions and Railway agree to incorporate the above recitals into this Amendment and further contract, promise and agree as follows:

1. Premises. The Premises are hereby revised to reflect the station sites in accordance with Exhibit A.

2. Term. The Term of the MLA is hereby revised to be coterminous with the Amended and Restated Operating Access Agreement between Railway and the Commissions dated as of the Amendment Effective Date, unless earlier terminated in accordance with Section 12 of the MLA.

3. Rent. The Commissions are hereby relieved of their obligation to pay rent for (i) the Premises as the Premises exist on the Amendment Effective Date, and (ii) additions to or expansions of the Premises at the Alexandria, Franconia, Quantico, and Fredericksburg stations sites that are advanced beyond conceptual design (30%) phase as of the
Amendment Effective Date. Any future additions to or expansion of the Premises shall be subject to market rent to be paid by the Commissions to the Railway.

4. **Future Additions and/or Expansions.** Any future additions to or expansions of the Premises shall be subject to the Railway’s approval and a written amendment to the MLA executed by all Parties prior to the commencement of any construction.

5. **Effective Date.** This Amendment shall be effective as of the Amendment Effective Date.

6. **No Other Changes.** Other than as expressly set forth in this Amendment, the MLA shall remain in full force and effect.

IN WITNESS WHEREOF, each of the undersigned, intending to be legally bound, has caused this Amendment to be executed and delivered as of the Amendment Effective Date.

CSX Transportation, Inc.

By: _____________________________
Name: 
Title

Northern Virginia Transportation Commission

By: _____________________________
Name: 
Title

Potomac and Rappahannock Transportation Commission

By: _____________________________
Name: 
Title
Exhibit A

(Premises)

[To Be Inserted]