

EXHIBIT A

Definitions

When used in this Agreement, the following capitalized terms shall have the following meanings. Additionally, terms capitalized but not defined herein (if any) will have the meaning ascribed to them in the Definitive Agreements.

“**AAA**” shall have the meaning ascribed thereto in Section 24.3.2 (*Mediation*).

“**AF Interlocking**” means the Alexandria-Fredericksburg Interlocking at CSXT Milepost CFP 104.3.

“**Affiliate**” means, when used to indicate a relationship with a specified Person, Person that: (a) directly or indirectly, through one or more intermediaries has a 10% or more voting or economic interest in such specified Person or (b) controls, is controlled by or is under common control with such specified Person, and a Person is deemed to be controlled by another Person, if controlled in any manner whatsoever that results in control in fact by that other Person (or that other Person and any Person or Persons with whom that other Person is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract, or otherwise.

“**Agreement**” shall have the meaning ascribed thereto in the Preamble.

“**Amendment Notice**” shall have the meaning in Section 10.3 (*Sale Date Representations*).

“**Amtrak**” means the National Railroad Passenger Corporation, and its successors or assigns.

“**Ancillary Agreements**” means, collectively, the Assignment and Assumption Agreement, VPRA Assignment Agreement, the Inspection Right of Entry Agreement, the Environmental Right of Entry Agreement, the Joint Operating and Maintenance Agreement, and the Engineering and Construction Agreements, as each Ancillary Agreement may be modified, amended or supplemented from time to time.

“**Assessing Jurisdiction**” shall have the meaning ascribed thereto in Section 2.4.1 (*Prorations*).

“**Assignment and Assumption Agreement**” means the agreement between CSXT and DRPT that assigns to DRPT certain agreements between CSXT and a third party related to the Segments.

“**Authority**” means the Virginia Passenger Rail Authority, a body politic and political subdivision of the Commonwealth.

“**Bank Rate**” means the prime rate of interest announced publicly by *The Wall Street Journal* (or its successor) as the so-called “prime rate.”

“**BBRC**” means the Buckingham Branch Railroad Company.

“BBRC Doswell to Richmond Segment” shall have the meaning ascribed thereto in Section 2.7 (*BBRC Doswell to Richmond – Notice of Intent to Convey*).

“BBRC Lease Agreement” means the existing lease between CSXT and the Buckingham Branch Railroad Company.

“Business Day(s)” means that day that is neither a Saturday, a Sunday nor a day observed as a legal holiday by the Commonwealth or the United States Government.

“Closing” means, (i) with respect to Sale Date 1, the closing of the conveyance from CSXT to DRPT of the Passenger Easement over Segment 1, (ii) with respect to Sale Date 2, the closing of the conveyance from CSXT to DRPT of CSXT’s interest in Segment 2 and (iii) with respect to Sale Date 2, the closing of the conveyance from CSXT to DRPT of CSXT’s interest in Segment 3.

“Commissions” shall have the meaning ascribed thereto in Section 14.1 (*Companion Agreements – Operating Agreement (CSXT/Commissions)*).

“Commonwealth” means the Commonwealth of Virginia.

“Commuter Rail Service” means passenger rail service in an urban area, its suburbs and more distant outlying communities in the applicable greater metropolitan area, excluding (1) urban rapid transit operations not connected to the general railroad system; (2) Intercity Passenger Rail Service – Commonwealth-Supported; and (3) Intercity Passenger Rail Service – Long-Distance.

“Companion Agreements” means the agreements described in Section 14.1 (*Companion Agreements – Operating Agreement (CSXT/Commissions)*), Section 14.2 (*Companion Agreements – Operating Agreement (CSXT/Amtrak)*), Section 14.3 (*Companion Agreements – Operating Agreement (CSXT/MTA)*), Section 14.4 (*Companion Agreements – Operating Agreement (DRPT/Commissions)*), Section 14.5 (*Companion Agreements – Operating Agreement (DRPT/Amtrak)*) and Section 14.7 (*Buckingham Branch Lease Agreement; Segment 3 Easement*).

“Complete Separation” has the meaning ascribed thereto in Section 3.7.1 of the Joint Operating and Maintenance Agreement.

“Condemnation” means a taking of any property owned or controlled by CSXT in a Segment (or any interest therein) pursuant to the power of eminent domain, or a transfer of such property (or any interest therein) in lieu of the exercise of such power, which is commenced or threatened in writing before the Closing for such Segment, other than any such taking by or transfer to the Commonwealth of Virginia or any agency thereof.

“Confirmed Track Separation Distances” means the following minimum distances between passenger track and freight track that are closest to each other, measured as centerline to centerline, which may be modified as mutually agreed by the Parties after construction-level surveys for Infrastructure Improvements within the following segments of the RF&P Corridor:

- (a) AF Interlocking (CFP 104.3) to just north of CP Virginia (CFP 112.2), where the tracks diverge at 112.4 – no closer than the current track centers, unless mutually agreed by the Parties;

- (b) Franconia-Springfield Bypass – CFP 96.2 to CFP 98.8 – no closer than the current track centers, unless mutually agreed by the Parties
- (c) Newington Road – CFP 95.3 to CFP 96.2 – 25 feet
- (d) Franconia to Lorton Third Mainline – CFP 92.3 to CFP 95.3 – 19 feet
- (e) Route 1 – CFP 91.1 to CFP 90.1 – 15 feet; and
- (f) Woodford to Milford Third Track (Siding B) – CFP 40.4 to CFP 43.5 – 25 feet

“**Consent**” means any approval, consent, ratification, waiver, exemption, franchise, license, permit, novation, certificate of occupancy or other authorization of any Person, including any Consent issued, granted, given or otherwise made available by or under the authority of any Governmental Authority or pursuant to any Law.

“**Construction Agreements**” The agreements between CSXT and DRPT attached hereto as Exhibit O-1 (*Form of Master Construction Agreement (CSXT)*) and Exhibit O-2 (*Form of Master Construction Agreement (DRPT)*).

“**Consultant**” means any Person, other than DRPT or CSXT, at the time retained by or on behalf of DRPT or CSXT, which person is experienced and has a national and favorable reputation on the matters for which such Person is so employed.

“**Corridor**” shall mean, collectively, the RF&P Corridor, Segment 2 and Segment 3.

“**CSXT**” shall have the meaning ascribed thereto in the Preamble.

“**CSXT Operating Rules**” means the rules contained in the then current publication entitled “CSXT Employee Operating Manual.”

“**CSXT’s ROW**” shall have the meaning ascribed thereto in the Recitals.

“**CSXT Engineering Standards**” shall have the meaning ascribed thereto in Article 1 of the Joint Operating and Maintenance Agreement.

“**Damage**” means any loss or damage to any property owned or controlled by CSXT in a Segment by fire or other casualty which occurs before the Closing for the sale of such Segment; provided, however, that Damage shall not include any loss or damage (x) for which DRPT or its contractors are responsible pursuant to the terms of the Right of Entry Agreement or (y) caused by a Release of Hazardous Materials.

“**Deed of Confirmation**” and “**Deeds of Confirmation**” shall have the meanings ascribed thereto in Section 4.9 (*Surveys; Deed of Confirmation*).

“**Deeds**” shall mean, collectively, the Segment 1 Deeds, the Deeds of Confirmation, the Segment 2 Deed and the Segment 3 Deed, in each case in the form of such instrument as executed and delivered by the Parties, and a “**Deed**” means any of the foregoing.

“**Definitive Agreements**” means this Agreement and the Ancillary Agreements.

“**Dispute**” means any claim, dispute, disagreement or controversy between CSXT and DRPT concerning their respective rights and obligations under this Agreement, including concerning any alleged breach or failure to perform any remedy under this Agreement.

“**DRPT**” shall mean the meaning ascribed thereto in the Preamble.

“**Effective Date**” means the date of this Agreement.

“**Engineering Agreements**” The agreements between CSXT and DRPT attached hereto as Exhibit N-1 (*Form of Master Engineering Agreement (CSXT)*) and Exhibit N-2 (*Form of Master Engineering Agreement (DRPT)*).

“**Engineering and Construction Agreements**” means collectively, the Construction Agreements and Engineering Agreements.

“**Enhanced Valuation Maps** shall have the meaning ascribed thereto in Section 4.2.2 (*Conveyance of Interests in Segment 1*).

“**Environmental Due Diligence Period**” shall have the meaning ascribed thereto in Section 16.1.1 (*Due Diligence*).

“**Environmental Laws**” means any applicable federal, state and local law, statute, code, ordinance and any rule, regulations and ordinances promulgated thereunder, relating to the environment and environmental conditions, including, without limitation, the Resource Conservation and Recovery Act of 1976 (“**RCRA**”), 42 U.S.C. §§ 6901 et seq., the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (“**CERCLA**”), 42 U.S.C. §§ 9601 et seq., as amended by the Superfund Amendments and Reauthorization Act of 1986 (“**SARA**”), the Hazardous Materials Transportation Act, 49 U.S.A. §§ 5101 et seq., the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 et seq., the Clean Air Act, 42 U.S.C. §§ 7401 et seq., the Clean Water Act, 33 U.S.C. § 1251 et seq., the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq., and the Safe Drinking Water Act, 42 U.S.C. §§ 300f-300j.

“**Environmental ROE**” means the Right-of-Entry Agreement dated February 25, 2020 by and between DRPT and CSXT governing the environmental investigations on the Corridor as amended by that certain First Amendment to Right-of-Entry Agreement dated April 13, 2020, copies of which are attached as Exhibit I (*Inspection Right of Entry Agreement*).

“**Estimated Construction Costs**” means DRPT’s estimated cost of a particular Project, such estimated cost shall only include costs for construction, the contingency related to such construction, and the cost related to the CSXT design work, that is based upon the design shown on the Enhanced Valuation Maps and that is included in an executed agreement between the Parties (e.g., an Authorization Notice (as defined in the Engineering Agreements)) for such Project.

“Exchange Property” shall have the meaning ascribed thereto in Section 22.2 (*Tax Deferred Exchange by CSXT*).

“Excluded Property” shall have the meaning ascribed thereto in Section 4.7 (*Excluded Property*).

“Execution Date” means the date of this Agreement.

“Existing Trains” means those certain trains identified in the Service Plan attached hereto as Exhibit D (*Service Plan*) that are in operation by VRE and Amtrak as of the Execution Date.

“FRA” means the Federal Railroad Administration.

“Franconia-Springfield Bypass” means the proposed project between CSXT Milepost CFP 96.2 and 98.8, between the Newington and Franconia-Springfield areas of Fairfax County, Virginia, that includes a new grade separated, aerial two-track bridge structure and retained earth embankments, crossing over the existing CSXT double mainline tracks.

“Governmental Authority” means any court, federal, state, local or foreign government, department, commission, board, bureau, agency or other regulatory, administrative, governmental or quasi-governmental authority, which shall not include DRPT.

“Hazardous Materials” means any material or substance defined as (i) a “hazardous substance” or a “pollutant or contaminant” under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C §§ 9601 et seq., as amended by the Superfund Amendments and Reauthorization Act of 1986, (ii) a “hazardous waste” under the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq. or the Virginia Hazardous Waste Management Regulations, 9 VAC 20-60-10; (iii) a “hazardous material” under the Hazardous Materials Transportation Act, 49 U.S.C. §§ 5101 et seq., (iv) “oil” as defined in § 62.1-44.34:8 or 62.1-44.34:14 of the Code of Virginia, including petroleum and crude oil or any fraction thereof, (v) asbestos in any quantity or form which would be subjected to regulation under any applicable environmental statutes, ordinances, or regulations; (vi) polychlorinated biphenyls or substances containing polychlorinated biphenyls; and (vii) any substance, the presence of which on a Segment is prohibited by any environmental statute, ordinance, or regulation affecting the Segment.

“High or Higher Speed Passenger Rail” means the operation of up to the maximum allowable speed for passenger trains for FRA Class 5 track or, in the case of Segment 2, FRA Class 6 track.

“Infrastructure Improvements” shall have the meaning ascribed thereto in Section 4.2.3 (*Conveyance of Interests in Segment 1*).

“Inspection Right of Entry Agreement” shall have the meaning ascribed thereto in Section 6.1.2 (*Inspection*).

“Intercity Passenger Rail Service – Commonwealth-Supported” means passenger rail routes of not more than 750 miles operated by Amtrak in the Commonwealth and funded in part by the Commonwealth pursuant to Section 209 of the Passenger Rail Investment and Improvement Act of 2008, Pub. L. No. 110-432, 122 State. 4848.

“Intercity Passenger Rail Service – Long Distance” means any intercity passenger rail route or service operated by Amtrak in the Commonwealth other than Intercity Passenger Rail Service – Commonwealth-Supported.

“Joint Operating and Maintenance Agreement” means the agreement between CSXT and DRPT as further described in Section 14.9 (*Ancillary Agreement – Joint Operating and Maintenance Agreement*).

“Law” or **“Laws”** means any one or more present and future laws, ordinances, rules, regulations, permits, authorizations, orders, judgments, and requirements, to the extent applicable to the Parties, the Transaction, trackage, infrastructure, other facilities, and the Corridor or any portion thereof, including, without limitation, Environmental Laws, whether or not in the present contemplation of the Parties, including without limitation, all consents or approvals (including Regulatory Approvals) required to be obtained from, and all rules and regulations of, and all building and zoning laws or, all federal, state, and local governments, authorities, courts, and any other body or bodies exercising similar functions, having or acquiring jurisdiction of, or which may affect or be applicable to, the Corridor or any part thereof and of the trackage, infrastructure, and other facilities thereon.

“LE Interlocking” – means L’Enfant Interlocking at CSXT Milepost CFP 111.5.

“Long Bridge” means the existing two-track railroad owned by CSXT that spans over the Potomac River between the Commonwealth and the District of Columbia.

“Long Bridge Improvements” means a series of projects between **“RO Interlocking”** in Arlington, Virginia and **“LE Interlocking”** in the District of Columbia that includes a second two-track railroad bridge over the Potomac River upstream of the current Long Bridge, a series of five additional bridges in the Commonwealth and the District of Columbia, related track work, and a bicycle and pedestrian bridge upstream of the new bridge span over the Potomac River.

“Material Condemnation” means a Condemnation which materially and adversely affects the utility of then current freight or passenger rail operations on Segment 1 or Segment 3 or which would reasonably be expected to materially and adversely affect the construction or utility of the Infrastructure Improvements on Segment 1 or the implementation of the Service Plan.

“Material Damage” means (i) any Material Damage to Current Operations, (ii) any Material Damage to Future Operations or (iii) any Material Damage to Passenger Stations.

“Material Damage to Current Operations” means any Damage to Segment 1 or to Segment 3, excluding any Damage to passenger rail stations, which materially and adversely affects the utility of then current freight or passenger rail operations on such Segment.

“Material Damage to Future Operations” means any Damage to Segment 1, excluding any Damage to passenger rail stations, which would reasonably be expected to prevent the construction of, or increase materially the cost of constructing and completing, the Infrastructure Improvements or materially and adversely affect the implementation of the Service Plan.

“Material Damage to Passenger Stations” means any Damage to any passenger rail station owned by CSXT in Segment 1 which materially and adversely affects the utility of such passenger rail station for passenger rail service.

“Material Effect” means a (i) material and adverse effect on the utility of then current freight or passenger rail operations on Segment 1 or the construction or utility of the Infrastructure Improvements on Segment 1 or the implementation of the Service Plan or (ii) material and adverse effect on the utility of then current freight or passenger rail operations on Segment 3.

“Material Post DD Release” shall have the meaning ascribed thereto in Section 11.5 (*Environmental Releases*) of this Agreement.

“Maximum Feasible Separation” shall have the meaning ascribed thereto in Section 3.7.1 of the Joint Operating and Maintenance Agreement.

“Mediation” shall have the meaning ascribed thereto in Section 24.3.1 (*Mediation*).

“MTA” means the Maryland Transit Administration.

“New Operator” means a governmental entity other than DRPT, providing Commuter Rail Service, operated by a contractor selected by, and under a contract with, such governmental entity subject to the terms of a New Operator Agreement between CSXT and the governmental entity with respect to the relevant commuter train(s).

“New Operator Agreement” means a contract between CSXT and a New Operator with respect to the commuter train(s) to be operated by the New Operator’s contractor on the Corridor, the terms of which must be generally consistent with the terms set forth in the Operating Agreement (CSXT/Commissions) and address at a minimum: (i) safety, (ii) operations, (iii) capacity, (iv) compensation and other payments, and (v) liability, including indemnification, as those terms are addressed in the Operating Agreement (CSXT/Commissions) including (if required by applicable Law), the authorization by the Virginia General Assembly of the indemnity provisions on substantially identical terms as the Operating Agreement (CSXT/Commissions).

“New Train” means those certain trains identified in the Service Plan attached hereto at Exhibit D (*Service Plan*) for new service, other than an Existing Train.

“Operating Agreement (CSXT/Amtrak)” shall have the meaning ascribed thereto in Section 14.2 (*Companion Agreements – Operating Agreement (CSXT/Amtrak)*).

“Operating Agreement (CSXT/Commissions)” shall have the meaning ascribed thereto in Section 14.1 (*Companion Agreements – Operating Agreement (CSXT/Commissions)*).

“Operating Agreement (CSXT/MTA)” shall have the meaning ascribed thereto in Section 14.3 (*Companion Agreements – Operating Agreement (CSXT/MTA)*).

“Operating Agreement (DRPT/Amtrak)” shall have the meaning ascribed thereto in Section 14.5 (*Companion Agreements – Operating Agreement (DRPT/Amtrak)*).

“Operating Agreement (DRPT/Commissions)” shall have the meaning ascribed thereto in Section 14.4 (*Companion Agreements – Operating Agreement (DRPT/Commissions)*).

“Party” or **“Parties”** shall have the meaning ascribed thereto in the Preamble.

“Passenger Easement” shall have the meaning ascribed thereto in Section 4.2.1 (*Conveyance of Interests in Segment 1*).

“Passenger Easement Period” shall have the meaning ascribed thereto in Section 2.4.1 (*Prorations*).

“Permitted Assignment” shall have the meaning ascribed thereto in Section 22.3 (*Other Assignments by CSXT*).

“Person” means any individual (including the heirs, beneficiaries, executors, legal representatives or administrators thereof), corporation, partnership, joint venture, trust, limited liability company, limited partnership, joint stock company, unincorporated association or other entity or a Governmental Authority, including DRPT.

“Phase 1” means the implementation of those improvements and additional services described in Exhibit E (*Infrastructure Improvements*) and Exhibit D (*Service Plan*), respectively, as being part of Phase 1.

“Phase 1 Projects” means those improvements identified in Exhibit E (*Infrastructure Improvements*) as being part of Phase 1.

“Phase 2” means the implementation of those improvements and additional services described in Exhibit E (*Infrastructure Improvements*) and Exhibit D (*Service Plan*), respectively, as being part of Phase 2.

“Phase 2 Projects” means those improvements identified in Exhibit E (*Infrastructure Improvements*) as being part of Phase 2.

“Phase 3” means the implementation of those improvements and additional services described in Exhibit E (*Infrastructure Improvements*) and Exhibit D (*Service Plan*), respectively, as being part of Phase 3.

“Phase 4” means the implementation of those improvements and additional services described in Exhibit E (*Infrastructure Improvements*) and Exhibit D (*Service Plan*), respectively, as being part of Phase 4.

“Project” means those Infrastructure Improvements, or as the context requires each component thereof, identified in Exhibit E (*Infrastructure Improvements*).

“Project Funding” shall mean:

- (i) for each Phase 1 Project for which there exist Unconfirmed Track Separation Distances, the sum of: (a) the construction cost estimate established in Exhibit E-3 plus (b) the

CSXT Construction Contingency Reserve established in Exhibit E-3 plus (c) the estimated CSXT design costs established pursuant the applicable Master Engineering Agreement; and

- (ii) for each Phase 2 Project for which there exist Unconfirmed Track Separation Distances, the sum of: (a) the construction cost estimate established in Exhibit E-3 plus (b) the CSXT Construction Contingency Reserve established in Exhibit E-3 plus (c) the estimated CSXT design costs established pursuant to the applicable Master Engineering Agreement.

“Purchase Price” shall have the meaning ascribed thereto in Section 2.2 (*Purchase Price*).

“Regulatory Approval” means any authorization, approval or permit required or granted by any governmental entity having jurisdiction over the Corridor, including, but not limited to the Commonwealth.

“Release” means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment (including the abandonment or discarding of barrels, containers, and other closed receptacles containing Hazardous Materials).

“Remediation” means remediation that (i) has been required by a Governmental Authority pursuant to applicable Environmental Law to respond to the presence or Release of Hazardous Materials within the Segments which were present or had been released prior to the applicable Sale Date, with respect to the Segment conveyed, except to the extent caused or contributed to by DRPT; (ii) has been subject to a plan of remediation formulated by DRPT, provided to CSXT for review and approval, which approval shall not be unreasonably withheld, provided such plan utilizes institutional and engineering controls to achieve an industrial/commercial level of remediation consistent with the use of the Segments for railroad purposes, including a proposed schedule and methodology designed to minimize interference with the use of the Segments by the Parties, and approved by the applicable regulatory authority; and (iii) shall apply only once to any given location. For the avoidance of doubt, soil disposal not covered by a plan of remediation developed pursuant to (ii) above and worker protection requirements incidental to construction or maintenance activities are not considered Remediation.

“Retained RF&P Corridor” means the portion of the RF&P Corridor retained by CSXT after CSXT’s conveyance of its right, title, and interest in Segment 1 to DRPT pursuant to Section 4.2.1 (*Conveyance of Interests in Segment 1*).

“RF&P Corridor” consists of all of the railroad right of way extending approximately 144.6 miles, as well as associated property, improvements, fixtures and personal property, (i) beginning approximately at CSXT milepost CFP 112.35 and QLZ 137.49/Amtrak MP 136.49 between Washington Avenue SW and 2nd Street SW in Washington, DC and extending to CSXT milepost CFP 110.1 at the southern terminus of the Long Bridge Project in Arlington County, Virginia, (ii) thence extending from CSXT milepost CFP 110.1 to CSXT milepost CFP 1.0/SRN 4.0 in the City of Richmond, Virginia, (iii) thence extending from CSXT milepost CFP 1.0/SRN 4.0 to CSXT milepost SRN 0.0/S 0.0 at Main Street Station in the City of Richmond, Virginia, (iv) thence

extending from CSXT milepost SRN 0.0/S 0.0 to CSXT milepost S 10.9/A 10.7 at Centralia in Chesterfield County, Virginia and (v) thence extending from CSXT mile post S 10.9/A 10.7 to a connection with the S-Line (Segment 2) approximately at CSXT milepost A 29.04 in Dinwiddie County, Virginia.

“**RO Interlocking**” means the Rosslyn Interlocking at CSXT Milepost 109.9.

“**Sale Date**” means collectively and individually, Sale Date 1, Sale Date 2, and Sale Date 3.

“**Sale Date 1**” shall have the meaning ascribed thereto in Section 3.1 (*Time and Place*).

“**Sale Date 2**” shall have the meaning ascribed thereto in Section 3.1 (*Time and Place*).

“**Sale Date 3**” shall have the meaning ascribed thereto in Section 3.1 (*Time and Place*).

“**Segment 1**” shall have the meaning ascribed thereto in Section 4.1(a) (*Segments*).

“**Segment 1 Current Operations Repair Work**” shall have the meaning ascribed thereto in Section 8.1.2.1 (*Damage*).

“**Segment 1 Deeds**” shall have the meaning ascribed thereto in Section 4.1(a) (*Conveyance of Interests in Segment 1*).

“**Segment 1 Future Operations Repair Work**” shall have the meaning ascribed thereto in Section 8.1.3.1 (*Damage*).

“**Segment 1 Passenger Station Repair Work**” shall have the meaning ascribed thereto in Section 8.1.4.1 (*Damage*).

“**Segment 2**” shall have the meaning ascribed thereto in Section 4.1(b) (*Segments*).

“**Segment 2 Deeds**” shall have the meaning ascribed thereto in Section 4.3 (*Conveyance of Interests in Segment 2*).

“**Segment 2 Valuation Maps**” shall have the meaning ascribed thereto in Section 4.3 (*Conveyance of Interests in Segment 2*).

“**Segment 3**” shall have the meaning ascribed thereto in Section 4.1(c) (*Segments*).

“**Segment 3 Deed**” shall have the meaning ascribed thereto in Section 4.4 (*Conveyance of Interests in Segment 3*).

“**Segment 3 Easement**” shall have the meaning ascribed thereto in Section 4.4 (*Conveyance of Interests in Segment 3*).

“**Segment 3 Operating Agreement**” shall have the meaning ascribed thereto in Section 4.4 (*Conveyance of Interests in Segment 3*).

“**Segment 3 Repair Work**” shall have the meaning ascribed thereto in Section 8.1.6.1 (*Damage*).

“**Segment 3 Valuation Maps**” shall have the meaning ascribed thereto in Section 4.4 (*Conveyance of Interests in Segment 3*).

“**Segments**” means, collectively, Segment 1, Segment 2, and Segment 3, and a “**Segment**” means any of the foregoing.

“**Senior Representative Negotiation**” shall have the meaning ascribed thereto in Section 24.2.1 (*Senior Representative Negotiations*).

“**Separation Date**” shall mean the date the incremental build-out of the DRPT improvements described through Phase 2, as described in Exhibit E (*Infrastructure Improvements*), are complete.

“**Service Plan**” means the weekday and weekend service plan as set forth in Exhibit D (*Service Plan*).

“**Springfield Flyover**” means the agreed easement related to the Franconia-Springfield Bypass, as more fully described in the Segment 1 Deeds.

“**STB**” means the Surface Transportation Board.

“**Subordinate Passenger Rail Easement**” shall have the meaning ascribed thereto in Section 4.2.3.2 (*Conveyance of Interests in Segment 1*).

“**Surplus Property**” means the property outside of the consistent width of the Corridor that is and identified as not having utility to the improvements identified in Exhibit E (*Infrastructure Improvements*).

“**Survey Deadline**” shall have the meaning ascribed thereto in Section 4.9 (*Surveys; Deeds of Confirmation*).

“**Surveys**” shall have the meaning ascribed thereto in Section 4.9 (*Surveys; Deeds of Confirmation*).

“**Tax Deferred Exchange**” shall have the meaning ascribed thereto in Section 2.22 (*Tax Deferred Exchange by CSXT*).

“**Term Sheet**” shall have the meaning ascribed thereto in the Preamble.

“**Title Objection**” shall have the meaning ascribed thereto in Section 5.1 (*Title Examination*).

“**Trackage Rights**” means those rights conferred on a third party with respect to a Trackage Rights Agreement.

“**Trackage Rights Agreements**” means those certain agreements between CSXT (or a predecessor) and another party for the operation of the railroad equipment of the other party on the tracks of CSXT which are part of the Corridor.

“**Transaction**” shall have the meaning ascribed thereto in the Recitals.

“Transflo Lease” shall have the meaning ascribed thereto in Section 4.10.2 (*Assignment and Assumption*).

“Transflo Relocation” shall have the meaning ascribed thereto in Section 4.10.2 (*Assignment and Assumption*).

“Transition Period” means, for Segment 1, the date beginning on Sale Date 1 and ending on the date determined by the Parties under Section 3.6 of the Joint Operating and Maintenance Agreement, and for Segment 2 and Segment 3, until such other date as the Parties mutually agree.

“Unanticipated Condition (Phase 1 or Phase 2)” means any field condition discovered during the design phase of a Phase 1 or Phase 2 Project for which there exist Unconfirmed Track Separation Distances, which condition: (i) was demonstrably unanticipated at the time the Parties established the applicable construction cost estimate and CSXT Construction Contingency Reserve in Exhibit E-3, (ii) is likely to result in a material increase in DRPT’s costs to deliver the applicable Project and (iii) is not encountered solely to achieve track separations greater than the minimum required under Section 4.2.3 (*Conveyance of Interests in Segment 1*) for the applicable Project.

“Unanticipated Condition (Phase 3, Phase 4, or future phase)” means any field condition discovered during the design phase of a Phase 3, Phase 4, or future phase project for which there exist Unconfirmed Track Separation Distances, which condition: (i) was demonstrably unanticipated at the time the Parties established the Estimated Construction Cost, (ii) is likely to result in a material increase in DRPT’s costs to deliver the applicable project; and (iii) is not encountered solely to achieve track separations greater than the minimum required under Section 4.2.3 (*Conveyance of Interests in Segment 1*) for the applicable project.

“Unconfirmed Track Separation Distances” means the distance between passenger track and freight track for which DRPT and CSXT have not agreed.

“VDT” shall have the meaning ascribed thereto in Section 2.4.1 (*Prorations*).

“VPRA” shall have the meaning ascribed thereto in Section 1.6 (*Assignment and Assumption by Virginia Passenger Rail Authority*).

“VPRA Assignment Agreement” shall have the meaning ascribed thereto in Section 1.6 (*Assignment and Assumption by Virginia Passenger Rail Authority*).

“VRE” shall have the meaning ascribed thereto in Section 14.1 (*Companion Agreements – Operating Agreement (CSXT/Commissions)*).

“VRE Cure Period” shall mean the thirty (30) day period after CSXT provides written notice to DRPT that the Commissions are in default of the Operating Agreement (CSXT/Commissions), giving rise to CSXT’s right to terminate the Operating Agreement (CSXT/Commissions), other than the payment of amounts due under the Operating Agreement (CSXT/Commissions), for which the VRE Cure Period shall be five (5) Business Days.