

## EXECUTION VERSION

### AMENDMENT NO. 1 TO JOINT OPERATING AND MAINTENANCE AGREEMENT

This amendment (“**Amendment No. 1**”) is dated January 31, 2024, and is between the Virginia Passenger Rail Authority (“**VPRA**”), a political subdivision of the Commonwealth of Virginia, and CSX Transportation, Inc. (“**CSXT**”), a Virginia corporation.

### RECITALS

WHEREAS, CSXT entered into a joint operating and maintenance agreement (the “**JOMA**”) with the Virginia Department of Rail and Public Transportation (“**DRPT**”) dated March 26, 2021; and

WHEREAS, Art. 18 of the JOMA permits DRPT to assign the JOMA to VPRA, and on June 28, 2021, DRPT did in fact assign the JOMA to VPRA under an assignment agreement (the “**Assignment Agreement**”); and

WHEREAS, § 7.2 of the JOMA governs financial responsibility for maintenance on Segment 1 during the Transition Period and the Parties now desire to amend that section.

### AMENDMENT

NOW THEREFORE, the Parties agree to amend the JOMA as follows.

1. § 7.2 of the JOMA is hereby revised as follows:

**7.2 DRPT shall bear financial responsibility for all maintenance conducted by CSXT on Segment 1 during the Transition Period. That responsibility shall be deemed satisfied by the payment of the Contract Fee by the Commissions to CSXT and the Amtrak Fee to CSXT; provided, however, that on and after March 1, 2024, in addition to the Maintenance and Dispatch Fee, VPRA shall reimburse CSXT dollar for dollar without markup for CSXT’s actual, demonstrable costs to perform Property Maintenance on Segment 1. To the extent Property Maintenance is required for an issue that impacts both Segment 1 and the Retained RF&P Corridor, VPRA shall bear its proportional fair share of the same.**

2. “**Property Maintenance**” shall mean routine property maintenance activities such as trash pickup, tree maintenance/removal, grass cutting, fence repair, and similar maintenance activities unrelated to the upkeep of railroad infrastructure; Property Maintenance does not include maintenance activities for items such as track rails, sleepers, ballasts, fasteners, drainage features, operational facilities, or other similar infrastructure used for rail operations.

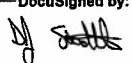
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3. In accordance with the Assignment Agreement, all references to DRPT within the "Amendment" portion of this Amendment No. 1 shall refer to VPRA.
4. Any capitalized terms used in this Amendment No. 1 and not otherwise defined herein shall have the meanings ascribed to the same terms within the JOMA.
5. All other terms and conditions of the JOMA not changed by this Amendment No. 1 remain in full force and effect.

[SIGNATURE PAGES FOLLOW]

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**VIRGINIA PASSENGER RAIL AUTHORITY**

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By:   
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Name: **DJ STADTLER**

Title: **VPRA EXECUTIVE DIRECTOR**

Date: 1/31/2024

*[VPRA SIGNATURE PAGE TO JOMA AMENDMENT NO. 1]*

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**CSX TRANSPORTATION, INC.**

By:  \_\_\_\_\_

Name: Andy Daly \_\_\_\_\_

Title: Sr. Dir Passenger Operations \_\_\_\_\_

Date: 2/7/24 \_\_\_\_\_

[CSXT SIGNATURE PAGE TO JOMA AMENDMENT NO. 1]