

Access Agreement
Between
CSX Transportation, Inc.
and
Maryland Transit Administration

Dated July 1, 2021

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THIS AGREEMENT, made and effective as of July 1, 2021, is by and between CSX TRANSPORTATION, INC., a corporation organized and existing under the laws of the Commonwealth of Virginia with its principal place of business at 500 Water Street, Jacksonville, Florida 32202 (“Railroad”), and the MARYLAND TRANSIT ADMINISTRATION (“Administration”), a modal agency of the Maryland Department of Transportation, acting by and on behalf of the State of Maryland, and located at 6 St. Paul Street, Baltimore, Maryland 21202 (hereinafter referred to collectively as “the Parties”).

PREAMBLES

WHEREAS, the Railroad and the Administration are parties to an Agreement dated July 1, 2010, as amended effective November 18, 2011, April 2, 2012, July 16, 2012, February 15, 2013, June 19, 2013, June 5, 2014, and July 1, 2020 in which the Railroad agrees (1) to allow use of its tracks by the Administration for MARC Service and, (2) to provide other services as described that Agreement, as amended; and

WHEREAS, the Railroad and the Administration wish to agree on terms and conditions for the Administration’s continued access to and use of Railroad’s tracks on terms and conditions described herein;

NOW THEREFORE, the Parties hereto in consideration of the mutual promises and other good and valuable consideration recited herein, the sufficiency of which is hereby acknowledged, do hereby agree as follows:

ARTICLE 1 DEFINITIONS

The following terms (except as otherwise expressly provided or unless the context otherwise requires) shall have the following meanings for all purposes of this Agreement:

1.1. Corridors: For the purpose of this Agreement “Corridors” shall include the following operating facilities owned by the Railroad and such other parallel or related operating facilities of the Railroad as may, at the instruction of the Railroad, be temporarily used from time to time for the operation of the MARC Service:

- (a) Camden Line - Tracks between Mile Post BAA 6.6 and BAA 37.7 (Capital Subdivision), between Mile Post BAA 0.0, BAA 6.6 and BAK 96.0 (Baltimore Terminal Subdivision).
- (b) Brunswick Line - Between Mile Post BA 0.0 and BA 78.8 (Metropolitan Subdivision), between Mile Post BA 78.8 and Mile Post BA 100 (Cumberland Subdivision), and between Mile Post BAC 64.7 and Mile Post BAC 54.0 (Old Main Line Subdivision) and appurtenant facilities.

(c) Access in and out of Riverside Yard at Mile Post BAM 0.0, Brunswick Yard at Mile Post BA 75.4 (Track 2) and BA 75.6 (Track 1), and Martinsburg Service Facility at BA 100.

1.2. CSX: CSX Corporation and its subsidiaries or corporate affiliates.

1.3. Equipment: The locomotives, cars, and rolling stock used to provide the MARC Service over the Railroad's Corridors.

1.4. Master License Agreement: The license agreement between the Administration and the Railroad, which covers all buildings, platforms, canopies, parking lots, and the like now or hereafter used by the Administration in connection with the MARC Service, and is provided under a separate agreement.

1.5. MOE Services. Maintenance of Equipment Services associated with the maintenance and service of Equipment. This does not include electric locomotives or major overhaul of locomotives.

1.6. Operator. The person or persons, firm or firms, corporation or corporations, or other legal entity or entities (other than the Railroad) utilized by the Administration to operate all or any part of the MARC Service or to be responsible for On-Train Services, MOE Services, and/or Ticket Agent Services. The term may include the Administration. In the event that the Administration selects more than one person, firm, corporation, or other legal entity to provide the various services to be contracted to a third party, the term Operator: (i) when used in connection specifically and solely with respect to the provision of On-Train Services, shall refer to the person or entity that has been contracted to perform that particular service; and (ii) when used in a context that refers to more than one of the contracted services, shall refer to all of the persons or entities with which the Administration has contracted for the performance of all of the MARC Services, as defined in the Operating Agreement. If one person, corporation, or other legal entity is selected to provide both On-Train Services and MOE Services, then all references to "MOE Contractor" shall be to the Operator. As of the date of this Agreement, the Operator is Bombardier Transportation Services ("BTS"), or its successor. MTA retains the authority to retain a new contractor or contractors to provide of On-Train Services, MOE Services, facilities/station maintenance, and/or Ticket Agent Services in accordance with the terms of this Agreement.

1.7. Qualify. The process of certifying any employee of the Operator for operations on the Corridor, in accordance with the applicable federal and/or state statutes and regulations and Railroad operating rules prior to an employee of the Operator commencing On-Train Services on the Corridor.

1.8. Railroad: CSX Transportation, Inc.

1.9. MARC Service: The MARC Commuter Rail Service involving the movement of Trains and Equipment between the stations on the Corridors for the transportation of passengers (or as non-revenue repositioning, or "deadhead," movements) as specified in **Exhibit A** attached

hereto, as may be amended from time to time, and as otherwise defined in this Agreement. MARC trains traveling between MARC Riverside Yard and MARC Camden Station operate as non-revenue trains.

1.10. Special Trains: Trains which are not a part of the regularly scheduled MARC Service, are occasional in their operation, and are operated under the aegis of the Administration and consented to in writing for operation by the Railroad pursuant to Section 3.2.

1.11. Stated Rate: The rate of interest that Maryland law provides to be paid that shall apply to payments under this Agreement from both the Administration and the Railroad.

1.12. Train: A locomotive unit, or more than one unit coupled, with or without cars, whether or not carrying passengers, having not less than 4.0 horsepower per trailing ton, displaying markers or carrying an end-of-train device, and capable of adhering to the schedule standards specified for the MARC Service.

ARTICLE 2

ACCESS; USE OF STRUCTURES

2.1. The Railroad hereby grants to the Administration, for the term of this Agreement and subject to its provisions, the right to use the Corridors for operation of the Administration's Trains and Equipment in the provision of the MARC Service.

2.2. The Railroad shall make available to the Administration for use in connection with the MARC Service certain buildings, platforms, and other structures, together with certain real property, pursuant to a separate Master License Agreement. The indemnification and insurance obligations of the Administration contained herein extend to all properties covered by the Master License Agreement.

2.3. Maintenance of Track. The Railroad shall maintain the Corridors. Nothing herein shall prevent the Railroad from modifying, changing, or relocating any facility or and segment of its tracks; provided however, that with respect to the tracks covered herein, the continuity of the tracks is retained. The Railroad shall have the right to modify the level of utility of its tracks; provided, however, that in the event that the Railroad makes a material modification in the level of utility of the tracks on the Corridors, the Parties shall, upon request of either Party, renegotiate the compensation paid to the Railroad for the Administration's access to the tracks. The Administration shall have the option at its sole expense to request the Railroad to improve its tracks; provided, however, that any such improvement shall not unduly interfere with or unduly limit Railroad's other rail operations.

ARTICLE 3
THE MARC SERVICE

3.1. Dispatching. The Railroad shall at all times have exclusive control of dispatching of all operations over the Corridors. The Railroad will use commercially reasonable efforts to dispatch the Trains so as to meet the agreed-upon schedules, together with any modifications that may hereafter be made to them pursuant to this Agreement, and will dispatch the Administration's Trains in a manner that avoids discriminating against Trains operating in MARC Service, provided, however, that the Administration acknowledges that the Railroad is obligated to provide priority to Trains operated by the National Railroad Passenger Corporation.

3.2. Special Train Operations. No Special Train shall be operated unless: (1) the Administration gives the Railroad not less than sixty (60) days' prior written notice of its desire to operate such a Special Train, together with details of its date or dates of operation; (2) the Administration confirms in writing to the Railroad that the provisions of this Agreement (including, without limitation, the indemnification and insurance provisions) shall be applicable to the operation of such Special Train; and (3) the Railroad consents in writing to the operation of such Special Train. Special Trains shall be operated only under the aegis of the Administration and pursuant to the requirements of this Section 3.2. Reimbursement for Special Train operations shall be as set forth in Section 5.1(e). Special Trains will not be granted any dispatching preference or priority.

3.3. Cooperation Regarding Access and Scheduling

(a) The Administration and the Railroad will cooperate with one another to identify and address factors that affect the performance and reliability of the MARC Service and the Railroad's operations. The Parties shall meet at least quarterly to review such MARC Service and operations, the performance and reliability during the period, and the means to improve such MARC Service and operations.

(b) The Railroad will provide the access on the basis of the schedules set out in Exhibit A. The Railroad will use commercially reasonable efforts to dispatch the Trains so as to meet those schedules, together with any modifications that may hereafter be made to them pursuant to this Agreement. However, the Administration recognizes and accepts that delays or temporary cancellations of the MARC Service will occur due to various causes, including weather, track or equipment failure, maintenance, labor difficulties, conflicting schedules or missed connections, or unforeseen delays in the operation of other Trains of the Railroad or of other railroads entitled to use of the Corridors.

3.4. Periodic Review of Schedule. The Administration can operate a total of thirty-nine (39) revenue Trains Monday-Thursday, and forty trains (40) on Friday, in addition to two (2) repositioning Trains, specifically: (1) Brunswick, MD to Washington, DC on Friday, and (1) Baltimore, MD to Washington, DC Monday-Friday. The following summarizes the agreed-upon Train operations as of the date of this Agreement: The Railroad and the Administration will periodically review and assess the MARC schedules set forth in Exhibit A in light of experience with Train delays, capacity issues, and projected growth of passenger and freight

traffic. Either Party may propose a change in the MARC schedule to add, subtract, or reschedule Trains, or otherwise modify the schedule. Trains may be added, subtracted, or rescheduled, or the schedule may be otherwise modified only with the concurrence of both Parties (which may be withheld in either Party's sole discretion) and only pursuant to a Schedule Change Agreement signed by both setting forth the conditions and restrictions (if any) for such changes. The Schedule Change Agreement shall take the form set out in Exhibit A-1 and become the new Exhibit A, without the need for an additional amendment.

3.5. The number of Trains in this Agreement may not be modified by either Party without an amendment mutually agreed upon and executed by the Parties. In the event the Administration desires to increase the number of Trains beyond those authorized herein, the Parties will make a good faith effort to negotiate such an increase provided, however, the following conditions are met: (a) the Railroad will identify the infrastructure improvements necessary to accommodate the new MARC Trains; (b) Upon request by the Administration, the Railroad and the Administration will complete an independent capacity study, with a mutually agreed upon consultant hired by the Railroad, within 18 months of receiving the request and at no cost to the Railroad, that evaluates the necessary infrastructure improvements that the Railroad has identified to mitigate any freight delays caused by the proposed MARC Trains; (c) CSX and the Administration will reach an agreement on how to fund such infrastructure improvements; and (d) the Administration and the Railroad will construct and complete the infrastructure improvements and will agree to a schedule for initiating the new MARC Trains.

3.6. The Parties agree to increase service at Laurel Racetrack Station to a maximum of three morning trips from Laurel Racetrack Station to Union Station and to a maximum of three evening trips from Union Station to Laurel Racetrack Station. The increased service shall consist of "double stopping" existing trains that currently serve Laurel Racetrack Station. A sample Camden Line MARC schedule is provided in Exhibit D to show the stops that will be added and removed from the schedule. The Parties acknowledge that individual station times may be adjusted by the Parties over time and that the final station times incorporated in the schedule may vary.

- (a) The requirements of Section 3.5 shall not apply to the service described in this section.
- (b) Prior to the start of the increased service, the Administration shall close Jessup Station, consistent with any requirements of Section 7-902 of the Maryland Code.
- (c) The Administration shall manage the design and construct improvements to Laurel Racetrack Station necessary to accommodate the new service.
 - a. The improvements shall include, but not be limited to:
 - i. An over-grade pedestrian bridge spanning the Railroad's right-of-way to provide pedestrian access to the Eastbound and Westbound platforms, or an alternative solution for pedestrian access to the Eastbound and Westbound platforms mutually approved by the Parties;
 - ii. The existing under-grade pedestrian tunnel shall be permanently filled in at the Administration's sole expense as part of the improvements, unless the existing under-grade-pedestrian tunnel is part of the alternative

solution for pedestrian access to the Eastbound and Westbound platforms mutually approved by the Parties; and

- iii. In no event shall the Railroad be required to authorize a new at-grade crossing as an alternative solution.
 - b. Such improvements are subject to the approval of the Railroad, which approval may be withheld for any reason directly or indirectly related to safety or Railroad operations, property, or facilities.
 - c. All documented Railroad costs related to Laurel Racetrack Station improvements shall be reimbursed by the Administration, including Railroad review, in accordance with the terms of the Master Construction Agreement.
 - d. The construction of the improvements shall be managed by the Administration under an addendum to the Master Construction Agreement to be executed by the Parties.
- (d) Upon closure of Jessup Station and with the completion of all the Laurel Racetrack Station improvements, the Parties shall timely execute a Schedule Change Agreement to reflect the agreed upon schedule, as described in the sample schedule agreement reached pursuant to this Section 3.6.

3.7. The Railroad and the Administration agree that safety in operation of the MARC Service is the first priority of both. The Railroad, in the interest of ensuring safe operations, shall provide access to the Corridors and dispatch the MARC Trains on the Corridors in a manner that is consistent with safety and all applicable statutes and regulations.

3.8. In the event that a Train of the Administration shall be forced to stop on the Corridors, and such stoppage is due to insufficient hours of service remaining among Operator's crew, or due to mechanical failure of the Administration's Equipment used in MARC Service, or any other cause not resulting from an accident or derailment, and such Train is unable to proceed, or if a Train of the Administration fails to maintain the speed required by the Railroad on the Corridors, or if, in emergencies, crippled or otherwise defective cars are set out of the Administration's Trains on the Corridors, the Railroad shall have the option to furnish motive power or such other assistance (including but not limited to the right to recrew the Administration's Train) as may be necessary to haul, help, or push such Trains, locomotives, or cars, or to properly move the disabled Equipment off the Corridors, and the Administration shall reimburse the Railroad for the cost of rendering any such assistance.

3.9. Performance Monitoring Committees. The Parties desire to have the MARC Service operate at a high level of on-time performance (OTP) and agree that the Parties' mutual goals are to achieve the maximum safety, efficiency, and reliability in such operations.

Pursuant to these goals the Parties agree to form Performance Monitoring Committees, to share data and provide feedback to ensure the Passenger Schedules and operating plans agreed to by the Parties are adhered to. Given the Parties cannot anticipate all operational constraints, challenges, and opportunities, the Performance Monitoring Committees shall promote coordinated monitoring of operational performance and make recommendations as needed to achieve agreed upon performance objectives.

The structure of the Performance Monitoring Committees is established to support recommendations in the areas of scheduling, dispatching, maintenance, and associated policies, practices, and procedures at the appropriate level of authority within each party. A description of the structure of the Performance Monitoring Committees and their activities is provided as follows.

- (a) The Parties shall establish a Service Performance Committee (“SPC”) and a Service Performance Managers Committee (“SPMC”), which shall jointly constitute the Performance Monitoring Committees.
- (b) The SPC shall be constituted and have duties as follows:
 - (1) The SPC members shall be made up of representatives of the Railroad and Administration.
 - (2) The SPC shall meet weekly, or at a duration mutually agreed upon by the Parties, by teleconference and/or videoconference, or in person if mutually agreed upon by the Parties.
 - (3) The SPC shall evaluate root cause data and performance against agreed upon performance goals and identify operational efficiencies, capital investments, and/or policies and practices that will address the identified operational issues and benefit train performance and customer experience.
 - (4) The SPC shall review the performance of intercity passenger trains, MARC’s commuter rail trains, as well as freight trains during the previous week. Discussions shall include direct and root cause analysis of any delays, delay trends, coordination of operator schedules for any anticipated delays (e.g. slow orders due to upcoming construction or maintenance), and any other topics related to service performance and freight train velocity. The SPC is also charged with anticipating and evaluating non-routine issues, such as severe weather, which may trigger a (i) a temporary schedule change or (ii) adjustments in the work period, provided the Parties mutually agree.
 - (5) SPC representatives from each organization shall be authorized by their organization to address operational performance issues, including but not limited to recommending temporary passenger train schedule adjustments, within the scope of this Agreement and adherence to established policies, protocols, and procedures. Recommendations that would constitute material changes to established policies, protocols, procedures, or contractual requirements that are developed by the SPC shall be elevated to the SPMC.
- (c) The SPMC shall be constituted and have duties as follows:
 - (1) The SPMC members shall be made up of two (2) management representatives from each Party.
 - (2) The SPMC management representatives for the Railroad shall be two Directors Passenger Operations. The SPMC management representatives for the Administration shall be the MARC Director and MARC Deputy Director. The Parties each retain the unilateral right to change their respective SPMC management representatives at any time. Changes in SPMC management representatives shall be communicated in writing to the other Party by contract letter.

- (3) The SPMC shall meet monthly, or on a schedule otherwise mutually agreed upon by the Parties, by teleconference and/or videoconference, or in person if mutually agreed upon by the Parties.
- (4) The SPMC shall address unresolved issues between the Parties that require resolution related to passenger rail and freight train performance, as elevated by the SPC.
- (5) The SPMC shall review and approve at the SPMC level, any recommendations from the SPC.
- (6) The SPMC shall review performance trends and impacts of construction and extended maintenance related slow orders, and discuss any other related topics, recognizing that any amendment or modification of any term of any applicable agreement may only be amended in accordance with that agreement.
- (7) The Parties acknowledge that the SPC and SPMC may not arrive at a solution that is acceptable to both Parties. In that event, the issues shall first be raised to the Senior Director Passenger Operations for the Railroad and the Deputy Chief Operating Officer – Contracted Services for the Administration. If the issues are not resolved at that level, the Parties shall each submit a report to the senior officials of their organization and those officials shall meet and confer to attempt to resolve the matter.
- (8) The Parties shall prepare a report annually summarizing the issues identified and recommendations made by both the SPC and SPMC, and the resulting actions taken by the Parties in response to the recommendations. The report shall be finalized and released no later than July 30th for the preceding period of July 1st through June 30th.

3.10. The Parties acknowledge that the Administration has expressed an interest in acquiring or leasing a line of railroad and property, including the Mt. Clare Yard, from CSX that will enable the creation of a direct connection for the Administration's trains and services between Amtrak's Northeast Corridor and the Camden Line and Riverside Yard. The Parties refer to this line of railroad and property as the "Penn-Camden Connector" ("PCC"). The Parties commit that, upon execution of this Agreement:

- (a) CSX will provide the Administration with drawings and a description of current operations and of CSX's current operating needs relating to the properties to be included in the PCC;
- (b) the Parties will work diligently to provide specific legal descriptions of the property and property interests that would be required to establish and sell or lease the PCC or surplus portions thereof to the Administration; and
- (c) the Parties will commence good faith negotiations with the objective of determining terms and conditions acceptable to each for acquisition by the Administration of interests in property that will enable creation and operation of the PCC by the Administration. In the event that the Parties are unable to agree upon mutually acceptable terms and conditions, neither CSX nor the Administration shall have any obligation to enter a potential sale or lease of the PCC. Any potential transaction may be subject to a retention of an exclusive freight easement in favor of CSX upon mutually acceptable terms and conditions. In addition, any potential transaction involving the PCC is subject to CSX management approval. Notwithstanding the foregoing, the Parties recognize that, at a minimum, the terms and conditions will include the following:

- a. Fair market value to be paid to CSX for any potential conveyance or lease of land and/or improvements, taking into account the valuation of any easement interest that CSX may retain in the property;
- b. In the event of a sale or lease to own, the Administration shall be responsible for the cost of relocating improvements and signal and switching infrastructure that are necessary for CSX operations located on the property to be sold so that any such portion of PCC may be considered surplus and available for sale by CSX;
- c. CSX shall have no obligation to fund any environmental remediation costs in order to affect a potential sale or lease of the PCC; and
- d. The Administration shall have no obligation to purchase or lease the Carrollton Viaduct nor the railroad bridge across the CSX Hanover Subdivision as part of a potential sale or lease of the PCC. The Parties acknowledge that the Administration will access Camden Station from Mt. Clare Yard using the Carrollton Viaduct and the railroad bridge across the CSX Hanover Subdivision. In the event that the Carrollton Viaduct and/or railroad bridge across the CSX Hanover Subdivision (approximately mileposts BAN 0.9 to BAN 1.1) is out of service CSX has no obligation to repair or replace the structure(s) or provide the Administration access to Mt. Clare Yard using the tracks from the southern connection. The Administration will retain access using the railroad right-of-way between the National Railroad Passenger Corporation ("Amtrak") Northeast Corridor ("NEC") and Mt. Clare Yard. However, the Administration shall have the right, but not the obligation, to fund the repairs or replace the structure(s) at no cost to CSX. CSX agrees to cooperate with the Administration to secure public funding for the repairs or replacement.

ARTICLE 4 THE OPERATOR

4.1. Obligations of Operator. The Railroad shall cooperate with the Operator with regard to the Operator's fulfillment of its obligations to provide safe, reliable, and efficient service in the operation of Administration's Trains in accordance with this Agreement and with the Operator's obligations to the Administration under the applicable agreements between the Operator and the Administration. The Operator and its personnel shall comply with all applicable laws, regulations, or rules, state or federal, covering the operation, condition, inspection, or safety of the Trains and Equipment, including but not limited to the Federal Locomotive Inspection Act, and the Federal Safety Appliance Act. Further, the Operator and its personnel shall comply with the Railroad's operating rules, safety rules, instructions (including verbal or written directives of the Railroad's operating officers) and other regulations. The Operator shall make such arrangements with the Railroad as may be required to have all of its employees who shall operate the Administration's Trains, locomotives, and cars over the Corridors Qualified for operation thereon.

4.2. Qualifying Operator's Employees. The Railroad reserves the right to Qualify any employee of the Operator for operations on the Corridors, in accordance with applicable statutes, regulations, and Railroad operating rules prior to an individual employee of the

Operator commencing MARC Service on the Corridors. The Railroad specifically agrees that the costs for such training and certification will be reasonable and will represent the Railroad's actual costs for providing such services.

4.3. Barring Operator's Employees from MARC Service. If an employee of the Operator working on the Railroad's property is alleged to have violated the Railroad's safety rules, operating rules, regulations, orders, practices, or instructions, or if in the event of occurrence of a major offense, such as dishonesty, insubordination, or a serious violation of operating rules, wherein the Railroad desires to bar the Operator's employee from service on the Railroad's property pending an investigation, the Railroad may make an initial determination that the safety of operations on the Corridor has been violated and may exclude the employee from the Corridor(s), pending completion of an investigation into the circumstances. The Railroad shall give immediate verbal notification to the Administration, which shall provide immediate verbal notification to the Operator, subject to prompt written confirmation by the parties of both communications.

- (a) The Operator and/or the Administration shall conduct an investigation into the matter. The Railroad shall support any hearing or investigation conducted by the Administration and/or the Operator, including providing any reports and/or documentation as necessary for the conduct of the investigation.
- (b) The Railroad shall have the right to exclude from the Corridors any employee of the Operator [except officers,] that the Railroad determines, as a result of the investigation or hearing described below, to be in violation of the Railroad's rules, regulations, orders, practices, or instructions.
- (c) If the Administration and/or the Operator conduct an investigation, the Railroad shall make available appropriate personnel upon request from the Administration and/or the Operator to assist in the investigation. After the investigation is concluded, the Administration shall promptly furnish the Railroad with a copy of the transcript, if any, or other records of the investigation. The Railroad shall make a final determination of whether the Operator's employee should be allowed to return to service on the Corridors, or be allowed to return under certain conditions. The Operator shall arrange to assess appropriate discipline.
- (d) It is understood that the Railroad shall reimburse the Administration for any costs incurred by the Administration or the Operator as a result of a successful challenge made by the employee or his representative as to the discipline recommended by the Railroad and assessed by the Operator. The Operator agrees to notify the Railroad before committing itself to making payment of any claim. In the event a claim is progressed to an Adjustment Board or other arbitration panel established pursuant to the agreement between the Operator and its employees, the Railroad shall be given an opportunity to review the Operator's submission. Any payments made to employees as a result of an investigation being "overturned" shall include not only actual wages, but in addition shall include only actual documented expenses that the Operator may be required to pay covering vacation allowances, Railroad Retirement taxes, unemployment insurance taxes,

and any other payroll tax or fringe benefits, as well as any other actual charges that the Operator may incur that are directly related to the successful challenge.

(e) Any dispute between the Administrator and the Railroad as to the final determination by the Railroad that the Operator's employee is barred from the Corridors shall be subject to the dispute resolution provisions of Article 11 of this Agreement, and except that the question to be submitted for resolution pursuant to Article 11 shall be limited to the financial obligation of the Railroad to compensate the Administration or the Operator for costs incurred as a result of the Railroad's determination. The Parties specifically agree that the amount of the Railroad's obligation determined pursuant to the previous sentence shall not be subject to the Administration's obligation to indemnify and hold harmless, or to provide insurance for, the Railroad pursuant to Articles 7 and 9.

4.4. Picketing and Other Work Action by Operator. In the event the Operator's employees picket or engage in work stoppage or other organized and concerted slow down on the Corridors in a way that adversely affects the freight operations of the Railroad, upon request by the Railroad, the Administration and its Operator will, as soon as possible, but within no later than twenty-four (24) hours take all steps necessary to stop the above-referenced action on the Corridors of the Railroad and assert any remedy available to them under the law to end such strike or stoppage. If the Railroad determines that such remedies are not successful in ending the strike or picketing or engagement in work stoppage or organized and concerted slow down (hereinafter "work stoppage"), upon notice from the Railroad, the Administration agrees that it will immediately suspend operations on the Corridors pending resolution of the work stoppage. In the event of such a work stoppage the Administration will also immediately bar the Operator from performing services under the Administration's contract, from having control over the Administration's Equipment used on the Corridors and from entering and occupying the Corridors. Upon the conclusion of the work stoppage the Administration may lift the bar described in the preceding sentence.

ARTICLE 5 COMPENSATION

5.1. Compensation. In consideration of the access that the Railroad is providing for the Administration's Trains and for the Services that the Railroad is providing with respect to that access, the Parties hereto have negotiated and have agreed upon the following compensation arrangement, in addition to the capital payments described in Article 6, below.

(a) Access Fees. For the period July 1, 2021 through June 30, 2022, the Administration shall pay a fixed daily access fee which is based on a computation of the number of miles operated on the Camden and Brunswick lines for each day that MARC trains run scheduled service on the Camden and Brunswick lines in accordance with Exhibit A.

(1) On days in which the Administration is scheduled to operate a full schedule, the daily rate shall be \$47,222.03.

(2) On days in which the Administration is scheduled to operate utilizing an Enhanced "R" Schedule the daily access rate shall be \$25,277.06.

(3) On days in which the Administration is scheduled to operate utilizing a Reduced "R" Schedule the daily access rate shall be \$20,561.90.

Short Term Service Change. In the event unforeseen situations arise, the Administration may submit a request in writing, not less than seven (7) days' prior notice, to the Railroad, to amend operations and Access Fees for a holiday or short-term service change (14 operating days or less) to the schedule. The Railroad is under no obligation to approve the requested change, but if the request is approved, the schedule will be amended with the appropriate daily rate for service.

Contract Year: The period in any given year of July 1 through June 30 of the subsequent year shall be defined as Contract Year. Long Term Service Change. In the event the Administration elects not to operate a full Schedule for more than fourteen (14) operating days in any Contract Year, the Administration shall continue to pay 80% of the payment based on the daily fixed access fee rates in Section 5.1(a)(1) for the mutually agreed upon days and schedules of operation, for the purposes of maintaining availability of all train slots described in Section 3.4. If the Administration elects to operate less than full service for more than sixty (60) operating days in any Contract Year, the Administration will resume the compensation arrangement as outlined in Section 5.1(a)(1) and can request the Railroad to meet and negotiate promptly for the purpose of discussing impact on costs, operations and infrastructure. The Parties agree to negotiate in good faith but they are under no obligation to agree to any modification of Section 5.1(a). Scheduled days of less than full service detailed in Exhibit A shall not count towards the fourteen (14) and sixty (60) operating days requirements for a Long Term Service Change.

Service Suspension. In the event of a suspension of access of more than fourteen (14) operating days during any Contract Year that is outside the control of the Administration, the Administration shall continue to pay 25% of the payment based on the daily fixed access fee rates as in Section 5.1(a)(1) for the mutually agreed upon days and schedules of operation, for the purposes of maintaining train slot availability. If the suspension of access exceeds thirty (30) operating days in any Contract Year, the Administration will resume the compensation arrangement as outlined in Section 5.1(a)(1) and can request the Railroad to meet and negotiate promptly for the purpose of discussing impact on costs, operations and infrastructure. The Parties agree to negotiate in good faith but they are under no obligation to agree to any modification of Section 5.1(a).

Monthly reconciliation. Within fifteen (15) days after the beginning of each calendar month, the Administration will provide the Railroad with a statement that identifies the days in that calendar month on which the Administration operated any scheduled MARC trains and which schedule was utilized. The Administration shall remit payment based on the daily fixed access fee rates and the mutually agreed upon days and schedules of operation.

Access between Martinsburg, WV and Brunswick, MD. The Administration currently operates three trains in the morning and three trains in the evening between Martinsburg, WV and Brunswick, MD. If during the term of this Agreement the Administration wishes to temporarily suspend access between Martinsburg, WV and

Brunswick, MD, it shall give thirty (30) days written notice of such fact to CSXT, and the Access Fees beginning in the next full month succeeding the written notice shall be reduced as follows until resumption of service:

- Upon temporary suspension of one train in the morning and one train in the evening, the daily rate full schedule Access Fees, as included in Section 5.1(a)(1), shall be reduced by 1.4%.
- Upon temporary suspension of two trains in the morning and two trains in the evening, the daily rate full schedule Access Fees, as included in Section 5.1(a)(1), shall be reduced by 2.7%.
- Upon temporary suspension of three trains in the morning and three trains in the evening, the daily rate full schedule Access Fees, as included in Section 5.1(a)(1), shall be reduced by 4.1%.

During the term of the temporary suspension the train(s) shall continue to operate in their existing train slot(s), but shall originate and return to Brunswick, MD. The train slot(s) between Martinsburg, WV and Brunswick, MD of the temporarily suspended trains shall be retained through the term of this Agreement. If during the term of this Agreement the Administration wishes to resume access between Martinsburg, WV and Brunswick, MD, up to previously approved levels, it shall give thirty (30) days written notice of such fact to CSXT, and the Access Fees shall be restored by the previously reduced amounts upon resumption of service.

If during the term of this Agreement the Administration wishes to permanently suspend access between Martinsburg, WV and Brunswick, MD, it shall give thirty (30) days written notice of such fact to CSXT, and the Access Fees in the next full month, and for the remainder of the Agreement, succeeding the written notice shall be reduced as follows:

- Upon permanent suspension of one train in the morning and one train in the evening, the daily rate full schedule Access Fees, as included in Section 5.1(a)(1), shall be reduced by 2.7%.
- Upon permanent suspension of two trains in the morning and two trains in the evening, the daily rate full schedule Access Fees, as included in Section 5.1(a)(1), shall be reduced by 5.4%.
- Upon permanent suspension of three trains in the morning and three trains in the evening, the daily rate full schedule Access Fees, as included in Section 5.1(a)(1), shall be reduced by 8.2%.

Upon permanent suspension of the train(s) between Martinsburg, WV and Brunswick, MD, the train(s) shall continue to operate in their existing train slot(s), but shall originate and return to Brunswick, MD. Additionally, upon permanent suspension the Administration shall have no further rights to the train slot(s) of the permanently suspended trains between Martinsburg, WV and Brunswick, MD.

(b) Rate adjustments. All the rates in Section 5, excluding Dedicated Signal Resources in 5.1(g), will be escalated each year on the anniversary of the effective date of this Agreement beginning on July 1, 2022, at the rate of three percent (3%) each year, or in

the amount of the percentage change in the “AAR Index” set forth in Section 5.1(b)(i), below, whichever amount is greater.

(i) For the purposes of this Agreement, the term “AAR Index” shall mean the Association of American Railroads (AAR) Quarterly Index of Chargeout Prices and Wage Rates (Table C), East, “material, prices, wage rates and supplements combined (excluding fuel)” index in effect for the first quarter of that calendar year compared to the same index in effect for the first quarter of 2022. The first adjustment will be made effective July 1, 2022. In each succeeding year, the adjustment will be made by comparing the index in effect for the first quarter of that calendar year with the same index in effect for the first quarter of the preceding year.

(c) Emergency Station Repair Expenses. For emergency station repair expenses, the Railroad is authorized to make emergency station repairs up to a limit of one thousand dollars (\$1,000.00) without seeking prior authorization from the Administration, and the Administration shall reimburse the Railroad for the actual costs incurred by the Railroad in providing this service plus the additive amount set forth in Exhibit B-1 to this Agreement.

(d) Special Trains. For Special Trains operated pursuant to Section 3.2, above, the Administration shall pay the Railroad a flat per train fee of \$4,322.00.

(e) Equipment Rental. When one Party uses a locomotive of the other, the equipment rental rates for such use shall be one thousand seventy-five dollars (\$1,075.00) per day, including the cost of fuel.

(f) Trainmaster. The Administration agrees to pay the amount of One Hundred Forty Eight Thousand Seven Hundred Sixty Five and 49/100 Dollars (\$148,765.49) annually to cover the salary, benefits, and any required additives (but not including any bonus or other payment made under any CSX incentive compensation program) of one Trainmaster position. The costs for the Trainmaster shall be invoiced monthly in pro rata shares and adjusted annually per Section 5.1(b). The responsibilities of such Trainmaster will be dedicated to work on the MARC Service, and shall include but not be limited to:

- Act as liaison between MTA and CSX passenger operations with respect to operational issues.
- Interface between CSX and third-party contract operator for efficiency testing/rule violation investigations.
- Advocate on the part of the Administration to improve operations performance.
- Respond to any accidents or unusual occurrences along the CSX mainline. Coordinate with MTA, third-party contractor, and local entities for resolution.

(g) Dedicated Signal Resources. In order to improve the MARC Service, the Administration has agreed to reimburse the Railroad for the actual costs plus the Indirect Costs (as set forth in Exhibit B-1) of four (4) signal maintainers and one (1) lead signal maintainer for a total of five employees who shall be dedicated to the MARC train

corridors, unless there is an emergency declared by the Railroad and agreed upon by the Administration. Such actual costs shall not include any additional amount of labor protection. Notwithstanding any other provision of the Agreement, the Administration has the right to terminate its obligation to reimburse Railroad for the actual costs of the four (4) signal maintainers and one (1) lead signal maintainer upon one hundred twenty (120) days notice to Railroad.

(h) Indirect Cost (Burden) Rates. The parties agree that the Administration shall reimburse the Railroad for direct labor cost of the Dedicated Signal Resources and Railroad employees used for Emergency Station Repairs, based on employee craft provided by the Railroad and indirect cost rates. Indirect Cost shall not apply to Access Fees. The Parties acknowledge that the indirect cost rates set forth in Exhibit B-1 are historical rates in place for billing by the Railroad at the time this Agreement is executed. New rates are calculated annually based on the previous year's activity and are audited by an independent audit firm and the State of Florida. Annual rates are then reviewed and approved by FHWA. This approval from FHWA will trigger two rate events: (1) a change in the rate to be billed to the Administration, and (2) an analysis of the newly approved year's billed rates in comparison to the actual calculated rates to determine a true-up value to be owed by, or due to, the Administration.

New rates will not be billed by the Railroad until the FHWA approval is received. At any given time, the Railroad will bill the indirect cost rates that have mostly recently been approved, which may be higher or lower than those listed in Exhibit B-1. Regardless of the naming of the individual rate cost pools, the full rate will be applied to the direct labor charges based on employee craft with the exception of the Force Account Insurance category, which will be excluded.

The Railroad will notify the Administration at least seven (7) days prior to any rate-billing changes taking affect. The Parties acknowledge that the Administration's budget for the year in which new, potentially higher rates take affect may not include funding to cover these increased billing amounts. As a result, the Parties agree that the Administration may arrange for payment of the amount due as a result of the State's revision of the Indirect Costs rates over a period of up to three (3) years at the Administration's sole discretion.

(i) Communications Equipment. For Communications Equipment, the Administration shall pay the Railroad an annual flat rate of Thirty-Four Thousand Fifteen and 59/100 (\$34,015.59). The costs for Communications Equipment shall be invoiced monthly in pro rata shares and adjusted annually per Section 5.1(b). The Communications Equipment shall include all equipment and software required for accessing the CSX mainframe to receive train orders and access to the CSX Computer Aided Dispatching (CAD) displays for the MARC Operations and Communications Center ("MOCC").

ARTICLE 6 CAPITAL AND PERFORMANCE IMPROVEMENTS

6.1. Capital Improvement Budget and Projects. In order to improve the MARC Service, the Administration has agreed to expend during the five (5) year term of this Agreement six million dollars (\$6,000,000.00) per year, for a total of thirty million dollars (\$30,000,000.00) over five

(5) years, on capital improvements on the Corridors on projects listed in Exhibit C and such other projects or expenditures as the Parties may agree.

(a) In the event that the term of this Agreement is extended for an additional five (5) year term, the Administration agrees to expend six million dollars (\$6,000,000.00) per year, for a total of thirty million dollars (\$30,000,000.00) over five (5) years, in addition to the amount referred to in Section 6.1, above, during that second five-year term for mutually beneficial capital projects on the Corridors using a procedure to be agreed upon by the Parties prior to the commencement of that additional five (5) year term subject to available appropriations.

(b) In addition, the Administration specifically confirms that any amounts for Capital Improvements that the Administration promised to pay in Section 6.1 of the July 1, 2010 Agreement, as amended, that have not been expended as of June 30, 2021, will remain available for use on Capital Improvements pursuant to this Agreement.

6.2. Capital Improvement Projects. The Parties shall agree upon the definition and scope of the projects, and the work on these projects shall be governed by the terms and conditions of the Master Construction Agreement between the Parties dated March 1, 2004.

- (a) The Parties agree to the use of Joint Benefit funding to permanently fill in the vehicular tunnel at Laurel Racetrack Station under the Railroad's right-of-way at CSXT discretion, upon execution of an addendum to the Master Construction Agreement. Filling of the vehicular tunnel shall not be considered to have arisen but for the grant of access nor but for the existence or operation of the MARC Service or any Trains or Equipment used or assigned in the MARC Service, as specified in Article 7.
- (b) The Parties agree to the use of Joint Benefit funding to perform an overhaul of the turntable and associated infrastructure, including track accessing the turntable, located at the Railroad's Brunswick Yard. The Parties agree to meet and negotiate promptly upon execution of this Agreement to effect this work.
 - a. Such overhaul and associated infrastructure are subject to the approval of the Railroad, which approval may be withheld for any reason directly or indirectly related to safety or Railroad operations, property, or facilities.
 - b. The construction of the improvements shall be managed by the Administration under a separate construction agreement to be executed by the Parties.
 - c. Concurrent with execution of an addendum to the Master Construction Agreement for the overhaul of the turntable, the Parties agree to amend the Master License Agreement to include the turntable at no additional cost to the Administration.
 - d. The Parties acknowledge that the alignment of track(s) to the turntable, responsibilities for managing installation or restoration of the track(s), and responsibilities for maintenance of the track(s) will be negotiated during the preparation of the addendum to the Master Construction Agreement. MTA shall have rights under the Access Agreement to use the final alignment of track(s) providing access to the turntable.

ARTICLE 7
INDEMNIFICATION AND CLAIMS HANDLING

7.1. Indemnification. Except as provided in Section 7.2, below, the Administration shall defend, indemnify, and hold CSX harmless from any and all payments, costs, and expenses in connection with or arising out of any claims, actions or demands against CSX or its respective officers, directors, agents, or employees, including claims, actions, or demands arising out of negligence attributable to CSX, regardless of the degree of such negligence, and involving in any way the Railroad's grant of access to the Administration, or to the presence of passengers, cars, equipment, personnel, contractors, or agents of the Administration or the Operator on or about the property of the Railroad, that would not have arisen but for the grant of access. This shall also include all arbitration, administrative, and litigation expenses and the payment of, or other cost of compliance with, any arbitration award or court judgment, provided that in any dispute solely between CSX and the Administration, the provisions of Article 11 shall apply. The Administration's duties to indemnify, defend, and hold CSX harmless shall also extend to:

- (a) Except as provided in Section 7.2, below, any claim, action, or demand for damages, penalties, costs (including cleanup costs), and losses and expenses of any kind asserted against CSX as a direct or indirect result of the presence or escape of any hazardous materials, substances, wastes, or other environmentally regulated substances on the Corridors, when the claim, action, or demand arises out of CSX's grant of access to the Administration.
- (b) Fines, penalties, or assessments levied under any governmental regulation or requirement that would not have been incurred by CSX but for the existence or operation of the MARC Service or any Trains or Equipment used or assigned in the MARC Service.
- (c) In the event that the State of Maryland modifies its laws or regulations to mandate an increase in crew size in the operation of freight trains than is currently required by law or regulation, the Administration shall reimburse CSX for labor costs actually incurred due to the adoption of the laws or regulations up to \$6.0M annually during the term of the Agreement; provided however the Administration shall not be required to make any such payments if:
 - (i) the applicable Collective Bargaining Agreement(s) require operation of trains with two person crews, until CSX demonstrates that it has modified such agreements in accordance with federal law to permit operation of trains with fewer than a two-person crew; or
 - (ii) applicable federal law or regulations are changed to mandate two person crews; provided however that if the labor cost actually incurred due to the enactment of state law exceeds the labor cost actually incurred due to the enactment of federal law, the Administration shall pay the difference.

If the actual labor costs are projected to exceed \$6.0M annually, the Parties shall meet and negotiate promptly to determine what additional compensation, if any, shall be paid to CSX for any additional labor costs actually incurred.

7.2. Limitation on Indemnification. The Parties specifically acknowledge and agree that the Administration shall have no duty to indemnify or hold harmless CSX from:

(a) Any claims, actions, or demands seeking damages, including bodily injury or death caused by the willful misconduct of CSX, its agents, licensees, employees, officers, or directors.

(b) An award of punitive or exemplary damages caused by the conduct of CSX, its officers, employees, agents, licensees, or subcontractors, provided that CSX's total obligations under this Section 7.2 shall not exceed five million dollars (\$5,000,000.00) per claim or occurrence, as appropriate. If a claim is found to have been caused by the willful misconduct of, or to have given rise to an award of punitive or exemplary damages caused by the conduct of, CSX or any of its or their agents, licensees, employees, officers, or directors, CSX shall reimburse the Administration for all fees, costs, and expenses incurred in the defense of such a claim, action, or demand, which amounts shall count toward the CSX maximum obligations under this Section 7.2. The Parties specifically acknowledge and agree that the insurance provided by the Administration in accordance with Article 9 of this Agreement shall extend to and cover all claims above five million dollars (\$5,000,000.00), regardless of the basis of such claims or occurrences, including willful misconduct or punitive or exemplary damages.

7.3. Retention of Counsel. Notwithstanding the Administration's duty to defend CSX for all claims, actions, or demands, the Parties recognize and agree that CSX reserves the right to retain counsel, at its sole cost and expense, and in CSX's sole discretion, to defend or prosecute any litigation, claim, or other matter arising out of the grant of access to, or provision of, commuter rail service. The Administration shall provide reasonable notice to the Railroad of all such litigation, claims, or other matters in which Administration contends, in good faith, that it does not have the duty to indemnify CSX, as provided in Section 7.2 herein, including reasonable notice prior to resolving, compromising, or settling any such claim, action, or demand.

ARTICLE 8 PAYMENTS

8.1. Making of Payments. Within thirty (30) days after the end of each month, the Railroad shall provide the Administration with an invoice, including copies of documents showing the actual costs incurred during that month under this Agreement. Payments to the Railroad pursuant to this Agreement shall be made no later than thirty (30) days after the Administration's receipt of a proper invoice from the Railroad. Charges for late payments of invoices, other than as prescribed by Title 15, Subtitle I, of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable, are prohibited.

8.2. Annual Budget. No later than June 1 of each year, the Parties shall agree upon an annual budget for the next contract year representing all Compensation that will be due to the

Railroad under this Agreement. In the event of significant changes in operations and resulting expenses, the Parties will jointly develop revisions to the budget.

8.3. Late Payments. Except to the extent that the Administration may reduce payments in a calendar quarter due to the events described in Section 5.1(b), above, if an invoice amount is not paid in full within said thirty (30) days, the invoice amount will bear interest at the Stated Rate until paid.

8.4. Payment Disputes. In the event that the Administration shall disagree with an amount or an invoice submitted pursuant to this Agreement, the Administration shall timely pay any undisputed amount of the invoice or requested fee, charge or cost, except for an amount by which the Administration is reducing the payment to Railroad as described in Section 5.1(b), above, and promptly notify and provide the Railroad a written statement setting forth the nature and basis for the disagreement and also enumerating those aspects and amounts, if any, of such statements or determinations which are not in dispute. If Railroad disagrees with a statement by the Administration as to an amount by which the payment to Railroad should be reduced in accordance with Section 5.1(b), the Railroad shall promptly notify the Administration and provide a written statement as to the basis for its disagreement. The Parties will confer promptly for the purpose of resolving any disputed amounts. Should no resolution be achieved, the Parties will submit the matter for resolution in accordance with Article 11 of this Agreement. Any disputed amount that is required to be paid or repaid by either party as a result of said dispute resolution process shall bear interest at the rate provided by Maryland law, which shall apply to late payments under this Agreement from both the Administration and the Railroad.

8.5. Cost and Price and Fee Certification

(a) The Railroad, by providing any cost, price, or fees and charges to the Administration, certifies that, to the best of its knowledge, the information submitted is accurate, complete, and current as of the date submitted to the Administration.

(b) The costs, prices, and fees under this Agreement and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Railroad furnished cost or price information that, as of the date agreed upon by the Parties, was inaccurate, incomplete, or not current.

ARTICLE 9
INSURANCE

9.1. Administration to Procure Insurance

(a) The Administration shall procure and maintain for the duration of this Agreement liability insurance, with combined single limits for bodily injury and property damage in the amounts agreed upon and detailed in Exhibit E attached to this Agreement, with the Railroad and the Administration designated as a named insured.

(b) Such insurance shall cover the Named Insureds' liability for injury to or death of persons and damage to property, including coverage for punitive or exemplary damages, arising out of the MARC Service.

(c) The Administration shall have the right to self-insure for any part of the insurance procurement up to five million dollars (\$5,000,000.00) per occurrence.

(d) The Railroad shall have the right to request information from the Administration that will provide assurance to the Railroad that the insurance placements and self-insurance arrangements adequately ensure and protect the Railroad against liability for bodily injury, death, and property damage, and the Administration shall provide such information to the Railroad upon reasonable request. The Railroad will be provided in a timely manner the appropriate policies, documentation, claims history, and any other applicable information necessary to provide assurance to the Railroad that it is protected.

(e) The Parties have specifically agreed that such insurance and self-insurance shall not cover the liability of the Railroad or its corporate affiliates for the first five million dollars (\$5,000,000.00) per claim or occurrence, as appropriate, where the claim or occurrence is found to have been caused by the willful misconduct of, or to have given rise to an award of punitive or exemplary damages caused by the conduct of, CSX and its subsidiaries, agents, licensees, employees, officers, or directors.

(f) Within ninety (90) days after renewal of such policies, the Administration shall furnish the Railroad with true, accurate, and complete copies of all binders with respect to such coverage. Upon receipt by the Administration of policy documents and endorsements, the Administration shall immediately furnish true, accurate, and complete copies of the same to the Railroad. The Administration shall at all times maintain in full force and effect commercial liability policies above five million dollars (\$5,000,000.00) that meet all the requirements of Exhibit E. Failure to maintain in effect at all times the full amount of such insurance shall constitute a default under this Agreement.

(g) The Administration agrees to provide the Railroad, on an annual basis, a certification from the Counsel respecting the liability, self-insurance, and excess insurance obligations similar to the form as set forth in Exhibit F-1, and an additional certification from the Director of Finance or designee acknowledging that the

Administration has sufficient funds available to pay all claims under five million dollars (\$5,000,000.00) in which the Administration is self insured as set forth in Exhibit F-2.

(h) The Railroad agrees to provide the Administration, on an annual basis, a certification from its Director of Risk Management or their designee, in the form as set forth in Exhibit G, respecting the liability, self-insurance, and excess insurance obligations hereunder.

9.2. Administration Failure to Provide Insurance. Should the Administration not secure insurance policies as required by this Article, the Railroad may do so and shall be reimbursed by the Administration for the costs of such policies. In addition, failure of the Administration to keep in full force and effect at all times a full amount of such insurance and liability coverage as set forth in Exhibit E shall constitute a default under this Agreement.

9.3. Legal Limits on Exposure. In the event of adoption of a statute or the issuance of a non-appealable judicial interpretation of 49 U.S.C. § 28103 that is binding in the Fourth Circuit and that limits the exposure of operators of rail passenger service for claims arising out of that service, then the Administration may amend its insurance coverages to conform to the law.

ARTICLE 10 DEFAULT

10.1. Indemnification Default. If the Railroad determines that the Administration's indemnification obligation provided for in Article 7 is unenforceable for any reason, the Railroad, upon giving written notice to the Administration and an opportunity to cure, shall have the right to suspend dispatching of the Service until the defect in such indemnification has been remedied to the Railroad's complete satisfaction. Failure by the Administration to remedy such defect to the Railroad's complete satisfaction within a reasonable period of time thereafter shall give the Railroad the right to invoke dispute resolution procedure under Article 11.

10.2. Termination. Neither Party shall have the right to terminate except as specifically provided by this Agreement.

10.3. Damages After Termination. The right to terminate, whether or not exercised, does not supplant the right to secure damages caused by a default in discharge of the obligations imposed by this Agreement.

ARTICLE 11 DISPUTE RESOLUTION

11.1. Scope of Dispute Resolution. Determinations made by the Railroad pursuant to Section 2.3 relating to Railroad's decision to modify the level of utility of the tracks, 3.2 (consent to Special Trains), and regarding compliance of the Operator's employees with the Railroad's operating rules, safety rules, instructions (including verbal or written directives of the Railroad's operating officers), and other regulations pursuant to Section 4.1, shall be final and not subject to this dispute resolution provision.

11.2. Dispute Resolution Process

(a) In the event of a dispute by the Parties over any issue arising under or related to this Agreement, with the exception of any issues arising out of or relating to final determinations made in the sole and exclusive determination of Railroad in accordance with Section 11.1, the Parties shall first attempt to resolve the dispute by discussion between them.

(b) If the Parties are unable to reach agreement following such discussion within fifteen (15) days of identification of a dispute, either Party may request in writing to the other to submit the dispute to mediation utilizing the services of a mutually agreed-upon mediator. The Parties shall select such a mediator within twenty (20) days of receipt of the request for mediation. The Parties shall each submit their positions with respect to the subject of the dispute within fifteen (15) days of selection of the mediator, and shall meet with the mediator and attempt further to resolve the dispute in accordance with a procedure to be established by the mediator in consultation with the Parties.

(c) If the Parties are unable to reach an agreement within thirty (30) days of submission of position statements to the mediator, or to the extent such period may be extended by mutual agreement of the Parties, then the aggrieved Party shall be required to seek a procurement officer decision resolving the matter.

(d) If any Party remains unsatisfied after the issuance of the procurement officer decision, then either Party may submit the matter to the Maryland Board of Contract Appeals pursuant to Section 15-211 of the State Finance and Procurement Article of the Annotated Code of Maryland.

(e) Each Party shall bear its own costs for any such mediation or for submission of a matter to the Maryland Board of Contract Appeals, with the Parties sharing equally the costs of retaining and compensating a mediator.

11.3. Performance During Dispute Resolution. Pending resolution of a dispute as set forth under this Article 11, the Parties shall proceed diligently with the performance of this Agreement in accordance with its terms.

11.4. Payment Disputes

(a) In the event of a dispute arising under or related to an invoice or request seeking payment of any kind under this Agreement, the Party disputing that amount shall timely pay any undisputed amount of the invoice or requested fee, charge, or cost.

(b) In the event of such a dispute, only the disputed portion of the invoice and/or request for payment shall be subject to the dispute resolution process under Article 11. Payment of or receipt of the undisputed amount may not be construed to be any admission by either Party regarding any matter arising from the disputed amount. Further, payment of or receipt of the undisputed amount does not preclude recovery of

any or all of the amount paid if it is subsequently determined that a dispute exists as to the paid portion.

(c) The Parties specifically agree that in the event of non-payment of an undisputed invoice, the following dispute resolution procedure will be in effect:

- (1) The Railroad will notify the procurement officer of the outstanding invoice;
- (2) The procurement officer will issue a decision within fifteen (15) business days on the matter; and
- (3) Either Party may submit the matter to the Board of Contract Appeals thereafter.

ARTICLE 12

TERM AND NO-DEFAULT TERMINATION

12.1. Term. Unless terminated earlier in accordance with its terms, this Agreement shall terminate at midnight on June 30, 2026, with either Party having the option to extend the term for one additional five (5) year period by serving notice eighteen (18) months in advance of the conclusion of the initial five (5) year term, which notice shall state the terms, if any, which the Party serving the notice wishes to renegotiate.

12.2. Termination by the Administration Without Cause. This Agreement may be terminated by the Administration in accordance with this clause in whole, or from time to time in part, whenever the Administration shall determine that such termination is in the best interest of the Administration. The Administration will pay all reasonable costs associated with this Agreement that the Railroad has incurred up to the date of termination and all reasonable costs associated with termination of the Agreement. However, the Railroad shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the Parties, shall be governed by the provisions of COMAR 21.07.01.12A(2).

12.3. Termination by the Railroad

(a) In circumstances where the Railroad is required by federal or state law, rule, regulation, or ordinance, or by a final order of any court or administrative agency with jurisdiction over the matter, to give the Service priority over the Railroad's freight service or Amtrak's intercity passenger service, the Railroad may terminate this Agreement upon providing thirty (30) days written notice in the event a legal challenge to the law, rule, regulation, ordinance, or order of a court or administrative agency described below is unsuccessful and the Parties cannot mutually agree upon amendments to this Agreement to reflect the changed circumstances.

(b) In circumstances where the Administration attempts to enforce rights with respect to priority over freight or other passenger service that are conferred by federal law, rule,

regulation, or ordinance to give the Administration access to the Corridors or to give the Service priority over the Railroad's freight service or Amtrak's intercity passenger service, the Railroad may terminate this Agreement upon providing thirty (30) days written notice in the event a legal challenge to the law, rule, regulation, ordinance, or final order of a court or administrative agency described below is unsuccessful and the Parties cannot mutually agree upon amendments to this Agreement and to reflect the changed circumstances.

12.4. Termination by the Administration for Cause. If the Railroad fails to fulfill its obligation under this Agreement, or otherwise violates any provision of the Agreement, the Administration may terminate this Agreement by written notice to the Railroad. The notice shall specify the acts or omissions relied upon as cause for termination. To the extent applicable under this Agreement, all finished or unfinished work provided by the Railroad shall, at the Administration's option, become the property of the Administration. The Administration shall pay the Railroad fair and equitable compensation described in this Agreement for Railroad's services hereunder performed prior to receipt of notice of termination, less the amount of damages caused by Railroad's breach. If the damages are more than the compensation payable to the Railroad, the Railroad will remain liable after termination and the Administration can affirmatively collect damages. Termination hereunder, including the determination of the rights and obligations of the Parties, shall be governed by the provisions of COMAR 21.07.01.11B.

12.5. Automatic Termination. If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Agreement succeeding the first fiscal period, this Agreement shall be cancelled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available, provided that this will not affect either the Administration's rights or the Railroad's rights under any termination clause in this Agreement. The effect of termination of the Agreement hereunder will be to discharge both the Railroad and the Administration from future performance of the Agreement, but not from their rights and obligations existing at the time of termination. The Administration shall pay the Railroad for the Railroad's services and/or any obligation under this Agreement that arose prior to the date as a result of the termination and for access provided to Railroad's tracks and facilities prior to termination. The Administration shall notify the Railroad as soon as it has knowledge that funds may not be available for the continuation of this Agreement for each succeeding fiscal period beyond the first.

ARTICLE 13 CONTINUING OBLIGATIONS

13.1. The termination of this Agreement, whether under Article 10 ("Default") or Article 12 ("Term and No-Default Termination") or for any other reason, shall not relieve a Party from any obligation or liability incurred as of the time such termination becomes effective, including but not limited to Articles 7 and 9. Without limiting the generality of the foregoing, it is specifically recognized that any obligation on the part of the Administration to assume financial responsibility, to indemnify and insure, or to make a payment of money which accrued prior to termination shall survive termination.

ARTICLE 14
SECURITY

14.1. The Railroad shall not be responsible for assuring the security of Trains, Equipment, and facilities used in the Service. The Administration from time to time will develop and put into effect a security plan to cover threats of violence or civil disturbance directed at such Trains, Equipment, or facilities, as well as an emergency response plan to be implemented in the event of any accident or incident involving any such Train, Equipment, or facilities. The Administration shall share such plans with the Railroad and any Operator and shall conduct periodic exercises, in coordination with the Railroad and any Operator, to test and ensure the efficacy of such plans. The Railroad agrees to provide reasonable cooperation and assistance with the development, testing, and implementation of such plans. The Railroad will provide reasonable cooperation with the Administration in preparing an Emergency Preparedness Plan as required by 49 C.F.R. Part 239, Subpart C.

ARTICLE 15
COMMUNICATIONS

15.1. Communications System. The Parties shall establish a system whereby contact may be established between designated public relations representatives of the Administration and the Railroad twenty-four hours a day, seven days a week, for the purpose of communicating news and updates of events concerning the Service and coordinating responses to public inquiries. This shall be in addition to the existing twenty-four-hour-a-day, seven-day-a-week operations communications network that exists between the Administration and the Railroad.

15.2. Cooperation. The Parties shall cooperate with one another in the preparing and furnishing of reports about the Service to various regulatory agencies and in advising one another about inquiries and complaints about the Service from such agencies.

ARTICLE 16
MAINTENANCE OF RECORDS AND AUDIT

16.1. Retention of Records. For a period of three (3) years after the last payment made by the Administration under this Agreement, the Railroad shall maintain appropriate financial, accounting, and operating records that reflect the revenues and costs of the Service in accordance with this Agreement. Upon request of the Administration, the Railroad will make available such additional financial, accounting, and operating records as may be required by the Administration.

16.2. Audit of Payments to Railroad. The amount payable to the Railroad under this Agreement shall be subject to audit or review for up to three (3) years following payment.

ARTICLE 17
MISCELLANEOUS

17.1. Force Majeure. Each Party will be excused from performance of any of its obligations hereunder (except under Articles 5, 7, and 9) to the other Party, where such nonperformance is occasioned by any event beyond its control, which shall include, without limitation, any order, rule, or regulation of any federal, state, or local government body, agent, or instrumentality; work stoppage; accident; natural disaster; or civil disorder, provided that the Party excused hereunder shall use all reasonable efforts to minimize its nonperformance and to overcome, remedy, or remove such event in the shortest practical time. The Railroad shall promptly undertake and complete the repair, restoration, or replacement of any property which is necessary for the provision of the service or for the performance of any of the Railroad's other obligations hereunder that is damaged or destroyed as a result of the force majeure occurrence, subject to the Administration's agreement to reimburse the Railroad for the full cost of such repair, restoration, or replacement.

17.2. Headings. The article and section headings herein are for convenience only and shall not affect the construction hereof. Neither this Agreement nor any of the terms hereof may be terminated, amended, supplemented, waived, or modified orally, but only by an instrument in writing signed by all of the Parties hereto, unless a specific provision hereof expressly permits one Party to effect termination, amendment, supplementation, waiver, or modification hereunder, in which case such change shall be made in accordance with the terms of such provisions. All exhibits attached hereto, and as they may be amended, are integral parts of this Agreement, and the provisions set forth in the exhibits shall bind the Parties hereto to the same extent as if such provisions had been set forth in their entirety in the main body of this Agreement.

17.3. Non-Waiver of Rights. The failure of either Party to insist at any time upon the strict observance or performance of any of the provisions of this Agreement, or to exercise any right or remedy in this Agreement, shall not impair any such right or remedy or be construed as a waiver or relinquishment thereof.

17.4. No Third-Party Beneficiaries. This Agreement and each and every provision hereof are for the exclusive benefit of the Parties hereto and not for the benefit of any third party. Nothing herein contained shall be construed as creating or increasing any right in any third party to recovery by way of damages or otherwise against either of the Parties hereto.

17.5. Successors and Assigns. The rights and obligations of the Railroad and the Administration hereunder shall be binding upon, and inure to the benefit of, their respective successors and assigns, provided that the Administration may not assign its rights and obligations hereunder without the prior written consent of the Railroad, except to another Maryland state agency and, provided, further, that the Railroad may not assign its rights and obligations hereunder without the prior written consent of the Administration, except if such assignment is made in conjunction with the sale or other disposition of the Corridors to another railroad or in conjunction with a consolidation, change of control, or merger of the Railroad with another entity. In the event of any such assignment, the Railroad and the Administration

will cooperate fully to provide for the transition of the Railroad's services hereunder (including, but not limited to, management and training services provided by the Railroad), in a manner that supports the continued performance of the Service in a safe, efficient, and reliable manner.

17.6. Notices. Any report, notice or other communication required or permitted hereunder shall, unless otherwise specified, be in writing and shall be delivered by hand or deposited in the United States mail, postage prepaid, addressed as follows:

If to Railroad:

CSX Transportation, Inc.
Attn: Passenger Services Dept.-
Speed Code J-315
500 Water Street
Jacksonville, Florida 32202

(with a copy to its Counsel at the same address as set forth above, except the Speed Code is J-150).

If to the Administration:

Attn: Director, MARC Train Service
Building 7
1600 Ludlow Street
Baltimore, MD 21230

(with a copy to its Counsel at the following address):

Attn: Principal Counsel, MTA
6 St. Paul Street, Suite 1200
Baltimore, Maryland 21202-1614

Either Party may change the address at which it shall receive communications and notifications hereunder by notifying the other Party in writing of such change.

17.7. No Partnership or Joint Venture. Nothing contained herein shall be deemed to create a partnership or joint venture between the Railroad and the Administration with respect to the Service or in any other regard.

17.8. No Presumption of Authorship. Both Parties have participated in the drafting of this Agreement, and accordingly it shall be interpreted without recourse to any presumptions relating to authorship by either Party.

17.9. Non-Hiring of Employees. No official or employee of the State of Maryland, as defined under General Provisions Article, § 5-101, Annotated Code of Maryland, whose duties as such employee includes matters relating to or affecting the subject matter of this Agreement and agreed to by the Railroad, shall during the pendency and term of this Agreement and while serving as an official or employee of the State become or be an employee of the Railroad or any entity that is a subcontractor on this contract.

17.10. Amendment. This Agreement shall not be modified except by the written concurrence of both Parties hereto.

17.11. Severability. If any term, covenant, condition, or provision (or part thereof) of this Agreement or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision (or the remainder thereof) to any term, covenant, condition, and provision of this Agreement will be valid and enforced to the fullest extent permitted by law unless the term, covenant, condition, or provision or part thereof declared invalid or unenforceable is so fundamental to the Agreement that the remainder of the Agreement, standing alone, does not represent a meeting of the minds of the Parties.

17.12. Non-Discrimination in Employment. The Railroad agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, sexual orientation, gender identification, marital status, national origin, ancestry genetic information or any otherwise unlawful use of characteristics, or disability of a qualified individual with a disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or the individual's refusal to submit to a genetic test or make available the results of a genetic test; (b) to include a provision similar to that contained in subsection (a), above, in any underlying subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors working on behalf of the Railroad under this Agreement to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

17.13. Suspension of Work. The Administration's procurement officer unilaterally may order the Railroad in writing to suspend, delay, or interrupt all or any part of the work for such period of time as he may determine to be appropriate for the convenience of the Administration, or interrupt all or any part of the work for such period of time as he may determine to be appropriate for the convenience of the Administration.

17.14. Pre-Existing Regulations. In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR Title 21) in effect on the date of execution of this Agreement are applicable to this Agreement.

17.15. Financial Disclosure. The Railroad shall comply with the provisions of State Finance and Procurement Article § 13-221, Annotated Code of Maryland. That section requires a business to file with the Secretary of State of Maryland certain specified information, including disclosure of beneficial ownership of the business, within 30 days of the date the aggregate

value of any contracts, leases, or other agreements that the business enters into with the State of Maryland or its agencies during a calendar year reaches \$200,000.

17.16. Political Contribution Disclosure. The Railroad shall comply with Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into a procurement contract with the State, a county, or a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of \$200,000 or more, shall file with the State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contribution in a cumulative amount of \$500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on or before: (i) May 31, to cover the six (6) month period ending April 30; and (ii) November 30, to cover the six (6) month period ending October 31. Additional information is available on the State Board of Election website: http://www.elections.state.md.us/campaign_finance/index.html

17.17. Compliance with Laws. The Railroad hereby represents and warrants that:

- (a) It is qualified to do business in the State of Maryland and that it will take such action as from time to time hereafter may be necessary to remain so qualified;
- (b) It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Agreement;
- (c) It shall comply with all federal, State, and local laws, regulations, and ordinances applicable to its activities and obligations under this Agreement; and
- (d) It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Agreement.

17.18. Control of Alcohol and Drug Use. The Railroad will be responsible for compliance with Federal Railroad Administration regulations relating to the control of drug and alcohol testing required in 49 C.F.R. Part 219 with respect to the operations the Railroad performs for the Administration. The Railroad will conduct all alcohol and drug testing in accordance with the FRA regulations for the Railroad employees performing work related to or involved with the Administration's operations.

17.19. Cross Default. The Parties specifically agree that a default under this Agreement shall be a basis for determining that a default has occurred under the Operating Agreement.

17.20. Contract Affidavit. The Railroad shall execute a Contract Affidavit in the form attached hereto as Exhibit H.

17.21. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures provided by facsimile or other electronic means, e.g, and not by way of limitation, in .PDF sent by electronic mail, shall be deemed to be original signatures.

- Signatures on Next Page -

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

CSX TRANSPORTATION, INC.

By: *Jamie J. Boychuk*

Name: Jamie J. Boychuk
Title: Executive Vice President

Date: April 30, 2021

APPROVED AS TO FORM:

By: *Sean Craig*

MARYLAND TRANSIT ADMINISTRATION

By: *William L. Parham Jr*

Name: WILLIAM L. PARHAM JR

Title: DIRECTOR OF PROCUREMENT

Date: JUNE 17, 2021

FUNDS AVAILABLE:

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: Julie T. Sweeney

Digitally signed by Julie T. Sweeney
Date: 2021.05.03 10:36:46 -04'00'

EXHIBIT A
ACCESS AGREEMENT

EXHIBIT A
CSXT/MARC FULL SCHEDULE

BRUNSWICK LINE

EASTBOUND (READ UP)										WESTBOUND (READ DOWN)											
Stations										Stations											
M-F	M-F	M-F	M-F	M-F	M-F	M-F	M-F	M-F	M-F	F	Holiday/Snow Sched.	F	M-F	M-F	M-F	M-F	M-F	M-F	M-F	M-F	
AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	PM	Days of Operation	PM	PM	PM	PM	PM	PM	PM	PM	PM	
6:23	6:40	7:09	7:35	7:56	8:15	8:32	8:52	9:21	4:20	4:20	Washington	1:30	3:30	3:45	4:25	4:55	5:20	5:40	6:20	6:40	7:25
5:58	6:16	6:38	7:03	7:27	7:40	8:08	8:22	8:51			Silver Spring	1:43	3:42	3:58	4:39	5:07	5:34	5:54	6:33	6:53	7:37
5:52		6:32	6:59	7:21	7:34		8:16	8:45			Kensington	1:48	3:47		4:44	5:13	5:40	5:59	6:38	6:59	7:42
	6:08			7:18	7:32		8:13	8:42			Garrett Park	1:51		4:04	5:17	5:03	5:42	6:22	7:02	7:45	
5:45	6:03	6:26	6:53	7:13	7:26	7:56	8:08	8:36			Rockville	1:58	3:54	4:10	4:53	5:23	5:47	6:09	6:48	7:28	7:50
5:36		6:21			7:20			8:30			Washington Grove	2:03		4:15	5:28	5:15	5:54	6:34	7:14	7:54	
5:34	5:53	6:18	6:46	7:05	7:18	7:49	8:01	8:28	Deadhead		Gaithersburg	2:07	4:01	4:18	5:00	5:32	5:53	6:17	6:54	7:17	7:57
5:28	5:50	6:15	6:42	7:01	7:14	7:45	7:57	8:24	Equipment		Metropolitan Grove	2:10	4:06	4:21	5:04	5:37	5:57	6:21	6:58	7:21	8:00
5:23	5:43	6:09	6:37	6:55	7:09	7:40	7:52	8:19	move only		Germanstown	2:16	4:10	4:25	5:09	5:41	6:02	6:25	7:01	7:25	8:07
5:16	5:38			6:50		7:35		8:16	DWK		Boyd's	2:19		4:28		4:45		6:29	7:28	8:10	
5:11		6:01	6:30		7:01	7:30		8:10	TO		Barnesville	2:25	4:17	4:36	5:16	5:51	6:09	6:34	7:09	7:33	8:15
5:06	5:32		6:41		7:24			8:05	WAS		Dickerson	2:29		4:36		4:54		6:37	7:37	8:18	
5:00		5:51	6:19		6:51	7:17		7:56			Point of Rocks	2:45	4:28	4:48	5:28	6:04		6:46	7:20	8:29	
	5:06			6:12		7:17					Monocacy			4:59		6:49				8:11	
	5:00			6:05		7:10					Frederick			5:29		6:59				8:21	
4:50		5:40	6:08		6:40	7:07		7:45	3:20		Brunswick	3:04	4:51		5:38	6:28		6:57	7:30		8:47
		5:27	5:54		6:53						Harpers Ferry				5:49			7:09	7:40		
		5:18	5:43		6:42						Duffields				5:58			7:18	7:48		
		5:00	5:25		6:25						Martinsburg				6:39			7:50	8:25		

CAMDEN LINE

WESTBOUND (READ UP)										EASTBOUND (READ DOWN)												
Stations										Stations												
M-F	M-F	M-F	M-F	M-F	M-F	M-F	M-F	M-F	M-F	F	Holiday/Snow Sched.	F	M-F	M-F	M-F	M-F	M-F	M-F	M-F	M-F		
AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	PM	Days of Operation	PM	PM	PM	PM	PM	PM	PM	PM	PM		
6:05	6:29	7:18	7:44	8:21	9:12	4:20	4:50	5:35	6:28	7:23	Washington	6:32	7:00	7:40	8:00	3:30	4:13	4:43	5:22	5:58	6:55	7:45
5:45		6:58	7:18	8:52			4:27	6:05	7:02	Rivendale	6:41	7:09	7:49	8:09	3:39		4:52	5:31		7:04	7:54	
5:43		6:56	7:16	7:52	8:50		4:25	5:08	6:03	7:00	College Park	6:44	7:12	7:52	8:12	3:42	4:24	4:55	5:33	6:08	7:06	7:57
5:39		6:50	7:12	8:46			4:21		5:59	6:56	Greenbelt	6:48	7:16	7:56	8:16	3:46		4:59	5:38		7:10	8:01
5:33	6:04	6:44	7:07	7:45	8:41	Deadhead	4:15	5:01	5:53	6:50	Minnick	6:54	7:22	8:02	8:22	3:52	4:32	5:05	5:44	6:17	7:15	8:07
5:28	5:59	6:39	7:02	7:40	8:36	Equipment	4:10	4:56	5:49	6:46	Laurel	7:00	7:28	8:08	8:28	3:58	4:37	5:11	5:49	6:23	7:21	8:13
						move only	4:09		5:48	6:44	Laurel Racetrack											
5:24	5:54	6:34	6:57	7:35	8:31	DAL	4:04	4:51	5:43	6:40	Savage	7:05	7:34	8:13	8:34	4:03	4:43	5:17	5:55	6:29	7:26	8:18
			6:53			TO					Jessup								5:58			
5:18	5:48	6:28	6:50	7:29	8:24	WAS	3:58	4:45	5:37	6:34	Dorsey	7:11	7:39	8:18	8:39	4:20	4:49	5:23	6:04	6:35	7:32	8:24
5:11			6:42		8:17						St. Denis							4:53	5:31	6:13	7:39	
5:00	5:30	6:10	6:30	7:10	8:05	3:30	3:40		5:20	6:15	Camden Station	7:43	8:12	8:48	9:08		5:25	6:00	6:41	7:13	8:03	8:55

Schedule key
d = Train will stop to discharge passengers only. Passengers must notify conductor upon boarding.
f = Flag stop; trains will pick up passengers standing on platform and visible to engineer. Trains will discharge passengers at this station if passengers have notified conductor upon boarding.
L = Train may depart 5 minutes early
R = "R" schedule for inclement weather and holidays. Only trains with an "R" under the train symbol will operate on these days. Some trains make additional stops as noted with an "R" in the time grid. (Note that "R" replaces the former "S" schedule)
R+ = "Enhanced R" schedule will operate as announced by MTA
Note: Trains 848/855 terminate/originate at Dorsey Station

EXHIBIT A
CSXT / MARC R SCHEDULES

BRUNSWICK LINE

EASTBOUND (READ UP) Stations WESTBOUND (READ DOWN)

Days	Time	Days	Time	Station	Days	Time	Days	Time
R	R	R	R	Holiday/Snow Sched.	R	R	R	R
M-F	M-F	M-F	M-F	Days of Operation	M-F	M-F	M-F	M-F
AM	AM	AM	AM	AM/PM	PM	PM	PM	PM
7:56	8:32	9:21		Washington	4:25	5:20	6:20	
7:27	8:08	8:51		Silver Spring	4:39	5:34	6:33	
7:21	R	8:45		Kensington	4:44	5:40	6:38	
7:18	R	8:42		Garrett Park	R	R	6:42	
7:13	7:56	8:36		Rockville	4:53	5:47	6:48	
R	R	8:30		Washington Grove	R	R	R+	
7:05	7:49	8:28		Gaithersburg	5:00	5:53	6:54	
7:01	7:45	8:24		Metropolitan Grove	5:04	5:57	6:58	
6:55	7:40	8:19		Germanstown	5:09	6:02	7:03	
6:50	7:35	8:16		Boyd's	R	R	R	
R	R	7:30	8:10	Barnesville	d5:16	d6:09	d7:09	
6:41	7:24	8:05		Dickerson	R	R	R	
				Point of Rocks	d5:28		d7:20	
6:12				Monocacy		d6:49		
6:03				Frederick		6:59		
	7:07	7:45		Brunswick	5:38		7:30	
	6:53			Harpers Ferry	L5:49		L7:40	
	6:42			Duffields	L5:58		L7:48	
	6:25			Martinsburg	6:39		8:25	

CAMDEN LINE

WESTBOUND (READ UP) Stations EASTBOUND (READ DOWN)

Days	Time	Days	Time	Station	Days	Time	Days	Time
R	R	R	R	Holiday/Snow Sched.	R	R	R	R
M-F	M-F	M-F	M-F	Days of Operation	M-F	M-F	M-F	M-F
AM	AM	AM	PM	AM/PM	AM	PM	PM	PM
7:18	8:21	9:12	6:28	Washington	8:00	4:43	5:58	6:55
6:58	R	8:52	6:05	Riverdale	8:09	4:52	R	7:04
6:56	7:52	8:50	6:03	College Park	8:12	4:55	6:08	7:06
6:50	R	8:46	5:59	Greenbelt	8:16	4:59	R	7:10
6:44	7:45	8:41	5:53	Muirkirk	8:22	5:05	6:17	7:15
6:39	7:40	8:36	5:49	Laurel	8:28	5:11	6:23	7:21
			5:48	Laurel Racetrack				
6:34	7:35	8:31	5:43	Savage	8:34	5:17	6:29	7:26
R				Jessup			R	
6:28	7:29	8:24	5:37	Dorsey	8:39	5:23	6:35	7:32
R	R	8:17		St. Denis		d5:31	R	d7:39
6:10	7:10	8:05	5:20	Camden Station	9:08	6:00	7:13	8:03

Schedule key

d = Train will stop to discharge passengers only. Passengers must notify conductor upon boarding.

f = Flag stop: trains will pick up passengers standing on platform and visible to engineer. Trains will discharge passengers at this station if passengers have notified conductor upon boarding.

L = Train may depart 5 minutes early.

R = "R" schedule for inclement weather and holidays. Only trains with an "R" under the train symbol will operate on these days. Some trains make additional stops as noted with an "R" in the time grid. (Note that "R" replaces the former "S" schedule)

R+ = "Enhanced R" schedule will operate as announced by MTA.

Note: Trains 848/855 terminate/originate at Dorsey Station

EXHIBIT A
CSXT/MARC ENHANCED R ("R+") SCHEDULES

BRUNSWICK LINE

EASTBOUND (READ UP)				Stations	WESTBOUND (READ DOWN)			
R+	R+	R+	R+	Holiday/Snow Sched.	R+	R+	R+	R+
M-F	M-F	M-F	M-F	Days of Operation	M-F	M-F	M-F	M-F
AM	AM	AM	AM	AM/PM	PM	PM	PM	PM
7:09	7:56	8:32	9:21	Washington	4:23	4:59	5:20	6:20
6:38	7:27	8:08	8:51	Silver Spring	4:39	5:07	5:34	6:33
6:32	7:21	8:01	8:43	Kensington	4:44	5:13	5:40	6:38
R+	7:18	R+	8:42	Garrett Park	R+	5:17	R+	6:42
6:26	7:13	7:56	8:36	Rockville	4:53	5:23	5:47	6:48
6:21	R+	R+	8:30	Washington Grove	R+	5:28	R+	R+
6:18	7:03	7:49	8:28	Georgetown	5:00	5:32	5:33	6:54
6:15	7:01	7:43	8:24	Metropolitan Grove	5:04	5:37	5:57	6:58
6:09	6:55	7:40	8:19	Georgetown	5:09	5:41	6:02	7:03
R+	6:50	7:33	8:16	Boys	R+	4:54	R+	R+
6:01	R+	7:30	8:10	Barnesville	d5:16	d5:31	d6:09	d7:09
R+	6:41	7:24	8:03	Dickerson	R+	4:54	R+	R+
5:51		7:17	7:56	Point of Rocks	d5:28	d6:04		d7:20
	6:12			Masonry			d6:49	
	6:05			Frederick			6:59	
5:40		7:07	7:43	Brunswick	5:38	6:28		7:30
5:27		6:53		Harpers Ferry	5:49			7:40
5:18		6:42		Duffields	5:58			7:48
5:00		6:25		Martinsburg	6:39			8:23

CAMDEN LINE

WESTBOUND (READ UP)				Stations	EASTBOUND (READ DOWN)			
R+	R+	R+	R+	Holiday/Snow Sched.	R+	R+	R+	R+
M-F	M-F	M-F	M-F	Days of Operation	M-F	M-F	M-F	M-F
AM	AM	AM	PM	AM/PM	AM	PM	PM	PM
7:18	8:21	9:12	6:28	Washington	8:00	4:41	5:38	6:55
6:58	R+	8:52	6:05	Rivendale	8:09	4:52	R+	7:04
6:56	7:52	8:50	6:03	College Park	8:12	4:55	6:08	7:06
6:50	R+	8:46	5:59	Greensboro	8:16	4:59	R+	7:10
6:44	7:45	8:41	5:53	Muirkirk	8:22	5:05	6:17	7:15
6:39	7:40	8:36	5:49	Laurel	8:28	5:11	6:23	7:21
			5:48	Laurel Racetrack				
6:34	7:35	8:31	5:43	Savage	8:34	5:17	6:29	7:26
R+				Jessup			R+	
6:28	7:29	8:24	5:37	Dorsey	8:39	5:23	6:35	7:32
R+	R+	8:17		St. Denis		d5:31	R+	d7:39
6:10	7:10	8:05	5:20	Camden Station	9:08	6:00	7:13	8:03

Schedule Key

- d = Train will stop to discharge passengers only. Passengers must notify conductor upon boarding.
- f = Flag stop; trains will pick up passengers standing on platform and visible to engineer. Trains will discharge passengers at this station if passengers have notified conductor upon boarding.
- L = Trains may depart 15 minutes early.
- R = "R" schedule for inclement weather and holidays. Only trains with an "R" under the train symbol will operate on these days. Some trains make additional stops as noted with an "R" in the time grid. (Note that "R" replaces the former "S" schedule)
- R+ = "Enhanced R" schedule will operate as announced by MTA.
- Note: Trains 848/833 terminate/originate at Dorsey Station.

EXHIBIT A
ACCESS AGREEMENT

Exhibit A - Page 4

MARC Service	Route Miles	Full Schedule	*R* Schedule	Enh. R Sched
Camden Line				
Baltimore / DC	36.6	20	8	8
Dorsey / DC	23.7	2	0	0
Brunswick Line				
Brunswick / DC (*Additionally P871 & P884 run only on Fridays)	49	6	2	2
Martinsburg / DC	74	6	2	4
Frederick / DC	53.3	6	2	2

Assumptions:

MARC will observe the following holidays and not operate service:

- New Years Day (Jan 1 or designate observed day)
- Memorial Day (May-Monday)
- Independence Day (Jul 4 or designate observed day)
- Labor Day (Sep-Monday)
- Thanksgiving & Friday following Thanksgiving (Nov-Thurs & Fri)
- Christmas Day (Dec 25 or designate observed day)

MARC will operate the "R" or "Enhanced R" schedule on the following dates:

- Martin Luther King Day (Jan-Monday) - R schedule
- Presidents' Day (Feb-Monday) - R schedule
- Columbus Day (Oct-Monday) - R schedule
- Veterans' Day (Nov 11 or designate observed day) - Enhanced R schedule

*Fridays (P871 & P884)

	5	4	4	5	3	5	4	4	4	5	4	4	51
2021/2022	July	August	September	October	November	December	January	February	March	April	May	June	Total
Total Weekdays Available	22	22	22	21	22	23	21	20	23	21	22	22	261
Sched Full Op Days	21	22	21	20	19	22	19	19	23	21	21	22	250
Holidays	1	0	1	0	2	1	1	0	0	0	1	0	7
Sched "R" Op Days	0	0	0	1	0	0	1	1	0	0	0	0	3
Sched "Enhanced R" Op Days	0	0	0	0	1	0	0	0	0	0	0	0	1
No. Camden trains (Balt.-DC)	420	440	420	408	388	440	388	388	460	420	420	440	5,032
No. Camden trains (Dorsey-DC)	42	44	42	40	38	44	38	38	46	42	42	44	500
No. Brunswick trains (Brnsk-DC)	136	140	134	132	122	142	124	124	146	136	134	140	1,610
No. Brunswick trains (Mtnbg-DC)	126	132	126	122	118	132	116	116	138	126	126	132	1,510
No. Brunswick trains (Frederick-DC)	126	132	126	122	116	132	116	116	138	126	126	132	1,508
Miles Camden trains (Balt.-DC)	15,372	16,104	15,372	14,933	14,201	16,104	14,201	14,201	16,836	15,372	15,372	16,104	184,171
Miles Camden trains (Dorsey-DC)	995	1,043	995	948	901	1,043	901	901	1,090	995	995	1,043	11,850
Miles Brunswick (Balt.-DC)	6,664	6,860	6,566	6,468	5,978	6,958	6,076	6,076	7,154	6,664	6,566	6,860	78,890
Miles Brunswick (Mtnbg-DC)	9,324	9,768	9,324	9,028	8,732	9,768	8,584	8,584	10,212	9,324	9,324	9,768	111,740
Miles Brunswick (Frederick-DC)	6,716	7,036	6,716	6,503	6,183	7,036	6,183	6,183	7,355	6,716	6,716	7,036	80,376
Total Train Miles	39,071	40,810	38,973	37,879	35,994	40,908	35,944	35,944	42,648	39,071	38,973	40,810	467,028

Exhibit A - Page 5

MARC Service	Route Miles	Full Schedule	"R" Schedule	Enh. R Sched
Camden Line				
Baltimore / DC	36.6	20	8	8
Dorsey / DC	23.7	2	0	0
Brunswick Line				
Brunswick / DC (<i>*Additionally P871 & P884 run only on Fridays</i>)	49	6	2	2
Martinsburg / DC	74	6	2	4
Frederick / DC	53.3	6	2	2

Assumptions:
MARC will observe the following holidays and not operate service:
• New Years Day (Jan 1 or designate observed day)
• Memorial Day (May-Monday)
• Independence Day (Jul 4 or designate observed day)
• Labor Day (Sep-Monday)
• Thanksgiving & Friday following Thanksgiving (Nov-Thurs & Fri)
• Christmas Day (Dec 25 or designate observed day)

MARC will operate the "R" or "Enhanced R" schedule on the following dates:
• Martin Luther King Day (Jan-Monday) - R schedule
• Presidents' Day (Feb-Monday) - R schedule
• Columbus Day (Oct-Monday) - R schedule
• Veterans' Day (Nov 11 or designate observed day) - Enhanced R schedule

*Fridays (P871 & P884) 5 4 5 4 3 5 4 4 5 4 4 5 52

2022/2023	July	August	September	October	November	December	January	February	March	April	May	June	Total
Total Weekdays Available	21	23	22	21	22	22	22	20	23	20	23	22	261
Sched Full Op Days	20	23	21	20	19	21	20	19	23	20	22	22	250
Holidays	1	0	1	0	2	1	1	0	0	0	1	0	7
Sched "R" Op Days	0	0	0	1	0	0	1	1	0	0	0	0	3
Sched "Enhanced R" Op Days	0	0	0	0	1	0	0	0	0	0	0	0	1
No. Camden trains (Balt.-DC)	400	460	420	408	388	420	408	388	460	400	440	440	5,032
No. Camden trains (Dorsey-DC)	40	46	42	40	38	42	40	38	46	40	44	44	500
No. Brunswick trains (Bmsk-DC)	130	146	136	130	122	136	130	124	148	128	140	142	1,612
No. Brunswick trains (Mtnbg-DC)	120	138	126	122	118	126	122	116	138	120	132	132	1,510
No. Brunswick trains (Frederick-DC)	120	138	126	122	116	126	122	116	138	120	132	132	1,508
Miles Camden trains (Balt.-DC)	14,640	16,836	15,372	14,933	14,201	15,372	14,933	14,201	16,836	14,640	16,104	16,104	184,171
Miles Camden trains (Dorsey-DC)	948	1,090	995	948	901	995	948	901	1,090	948	1,043	1,043	11,850
Miles Brunswick (Balt.-DC)	6,370	7,154	6,664	6,370	5,978	6,664	6,370	6,076	7,252	6,272	6,860	6,958	78,988
Miles Brunswick (Mtnbg-DC)	8,880	10,212	9,324	9,028	8,732	9,324	9,028	8,584	10,212	8,880	9,768	9,768	111,740
Miles Brunswick (Frederick-DC)	6,396	7,355	6,716	6,503	6,183	6,716	6,503	6,183	7,355	6,396	7,036	7,036	80,376
Total Train Miles	37,234	42,648	39,071	37,781	35,994	39,071	37,781	35,944	42,746	37,136	40,810	40,908	467,126

Exhibit A - Page 6

MARC Service	Route Miles	Full Schedule	"R" Schedule	Enh. R Sched
Camden Line				
Baltimore / DC	36.6	20	8	8
Dorsey / DC	23.7	2	0	0
Brunswick Line				
Brunswick / DC (*Additionally P871 & P884 run only on Fridays)	49	6	2	2
Martinsburg / DC	74	6	2	4
Frederick / DC	53.3	6	2	2

Assumptions:
MARC will observe the following holidays and not operate service:
• New Years Day (Jan 1 or designate observed day)
• Memorial Day (May-Monday)
• Independence Day (Jul 4 or designate observed day)
• Labor Day (Sep-Monday)
• Thanksgiving & Friday following Thanksgiving (Nov-Thurs & Fri)
• Christmas Day (Dec 25 or designate observed day)
MARC will operate the "R" or "Enhanced R" schedule on the following dates:
• Martin Luther King Day (Jan-Monday) - R schedule
• Presidents' Day (Feb-Monday) - R schedule
• Columbus Day (Oct-Monday) - R schedule
• Veterans' Day (Nov 11 or designate observed day) - Enhanced R schedule

*Fridays (P871 & P884)

2023/2024	July	August	September	October	November	December	January	February	March	April	May	June	Total
Total Weekdays Available	21	23	21	22	22	21	23	21	21	22	23	20	260
Sched Full Op Days	20	23	20	21	19	20	21	20	21	22	22	20	249
Holidays	1	0	1	0	2	1	1	0	0	0	1	0	7
Sched "R" Op Days	0	0	0	1	0	0	1	1	0	0	0	0	3
Sched "Enhanced R" Op Days	0	0	0	0	1	0	0	0	0	0	0	0	1
No. Camden trains (Balt-DC)	400	460	400	428	388	400	428	408	420	440	440	400	5,012
No. Camden trains (Dorsey-DC)	40	46	40	42	38	40	42	40	42	44	44	40	498
No. Brunswick trains (Brnsk-DC)	128	146	130	136	122	130	136	130	136	140	142	128	1,604
No. Brunswick trains (Mtnbg-DC)	120	138	120	128	118	120	128	122	126	132	132	120	1,504
No. Brunswick trains (Frederick-DC)	120	138	120	128	116	120	128	122	126	132	132	120	1,502
Miles Camden trains (Balt-DC)	14,640	16,836	14,640	15,665	14,201	14,640	15,665	14,933	15,372	16,104	16,104	14,640	183,439
Miles Camden trains (Dorsey-DC)	948	1,090	948	995	901	948	995	948	995	1,043	1,043	948	11,803
Miles Brunswick (Balt-DC)	6,272	7,154	6,370	6,664	5,978	6,370	6,664	6,370	6,664	6,860	6,958	6,272	78,596
Miles Brunswick (Mtnbg-DC)	8,880	10,212	8,880	9,472	8,732	8,880	9,472	9,028	9,324	9,768	9,768	8,880	111,296
Miles Brunswick (Frederick-DC)	6,396	7,355	6,396	6,822	6,183	6,396	6,822	6,503	6,716	7,036	7,036	6,396	80,057
Total Train Miles	37,136	42,648	37,234	39,619	35,994	37,234	39,619	37,781	39,071	40,810	40,908	37,136	465,190

Exhibit A - Page 7

MARC Service	Route Miles	Full Schedule	"R" Schedule	Enh. R Sched
Camden Line				
Baltimore / DC	36.6	20	8	8
Dorsey / DC	23.7	2	0	0
Brunswick Line				
Brunswick / DC (*Additionally P871 & P884 run only on Fridays)	49	6	2	2
Martinsburg / DC	74	6	2	4
Frederick / DC	53.3	6	2	2

Assumptions:
MARC will observe the following holidays and not operate service:
• New Years Day (Jan 1 or designate observed day)
• Memorial Day (May-Monday)
• Independence Day (Jul 4 or designate observed day)
• Labor Day (Sep-Monday)
• Thanksgiving & Friday following Thanksgiving (Nov-Thurs & Fri)
• Christmas Day (Dec 25 or designate observed day)
MARC will operate the "R" or "Enhanced R" schedule on the following dates:
• Martin Luther King Day (Jan-Monday) - R schedule
• Presidents' Day (Feb-Monday) - R schedule
• Columbus Day (Oct-Monday) - R schedule
• Veterans' Day (Nov 11 or designate observed day) - Enhanced R schedule

*Fridays (P871 & P884) 4 5 4 4 4 4 5 4 4 4 5 4 51

2024/2025	July	August	September	October	November	December	January	February	March	April	May	June	Total
Total Weekdays Available	23	22	21	23	21	22	23	20	21	22	22	21	261
Sched Full Op Days	22	22	20	22	18	21	21	19	21	22	21	21	250
Holidays	1	0	1	0	2	1	1	0	0	0	1	0	7
Sched "R" Op Days	0	0	0	1	0	0	1	1	0	0	0	0	3
Sched "Enhanced R" Op Days	0	0	0	0	1	0	0	0	0	0	0	0	1
No. Camden trains (Balt.-DC)	440	440	400	448	368	420	428	388	420	440	420	420	5,032
No. Camden trains (Dorsey-DC)	44	44	40	44	36	42	42	38	42	44	42	42	500
No. Brunswick trains (Bmsk-DC)	140	142	128	142	118	134	138	124	134	140	136	134	1,610
No. Brunswick trains (Mtnbg-DC)	132	132	120	134	112	126	128	116	126	132	126	126	1,510
No. Brunswick trains (Frederick-DC)	132	132	120	134	110	126	128	116	126	132	126	126	1,508
Miles Camden trains (Balt.-DC)	16,104	16,104	14,640	16,397	13,469	15,372	15,665	14,201	15,372	16,104	15,372	15,372	184,171
Miles Camden trains (Dorsey-DC)	1,043	1,043	948	1,043	853	995	995	901	995	1,043	995	995	11,850
Miles Brunswick (Balt.-DC)	6,860	6,958	6,272	6,958	5,782	6,566	6,762	6,076	6,566	6,860	6,664	6,566	78,890
Miles Brunswick (Mtnbg-DC)	9,768	9,768	8,880	9,916	8,288	9,324	9,472	8,584	9,324	9,768	9,324	9,324	111,740
Miles Brunswick (Frederick-DC)	7,036	7,036	6,396	7,142	5,863	6,716	6,822	6,183	6,716	7,036	6,716	6,716	80,376
Total Train Miles	40,810	40,908	37,136	41,456	34,255	38,973	39,717	35,944	38,973	40,810	39,071	38,973	467,028

Exhibit A - Page 8

MARC Service	Route Miles	Full Schedule	"R" Schedule	Enh. R Sched
Camden Line				
Baltimore / DC	36.6	20	8	8
Dorsey / DC	23.7	2	0	0
Brunswick Line				
Brunswick / DC (*Additionally P871 & P884 run only on Fridays)	49	6	2	2
Martinsburg / DC	74	6	2	4
Frederick / DC	53.3	6	2	2

Assumptions:
MARC will observe the following holidays and not operate service:
• New Years Day (Jan 1 or designate observed day)
• Memorial Day (May-Monday)
• Independence Day (Jul 4 or designate observed day)
• Labor Day (Sep-Monday)
• Thanksgiving & Friday following Thanksgiving (Nov-Thurs & Fri)
• Christmas Day (Dec 25 or designate observed day)

MARC will operate the "R" or "Enhanced R" schedule on the following dates:
• Martin Luther King Day (Jan-Monday) - R schedule
• Presidents' Day (Feb-Monday) - R schedule
• Columbus Day (Oct-Monday) - R schedule
• Veterans' Day (Nov 11 or designate observed day) - Enhanced R schedule

*Fridays (P871 & P884)

2025/2026	July	August	September	October	November	December	January	February	March	April	May	June	Total
Total Weekdays Available	23	21	22	23	20	23	22	20	22	22	21	22	261
Sched Full Op Days	22	21	21	22	17	22	20	19	22	22	20	22	250
Holidays	1	0	1	0	2	1	1	0	0	0	1	0	7
Sched "R" Op Days	0	0	0	1	0	0	1	1	0	0	0	0	3
Sched "Enhanced R" Op Days	0	0	0	0	1	0	0	0	0	0	0	0	1
No. Camden trains (Balt.-DC)	440	420	420	448	348	440	408	388	440	440	400	440	5,032
No. Camden trains (Dorsey-DC)	44	42	42	44	34	44	40	38	44	44	40	44	500
No. Brunswick trains (Brnsk-DC)	140	136	134	144	110	140	132	124	140	140	130	140	1,610
No. Brunswick trains (Mtnbg-DC)	132	126	126	134	106	132	122	116	132	132	120	132	1,510
No. Brunswick trains (Frederick-DC)	132	126	126	134	104	132	122	116	132	132	120	132	1,508
Miles Camden trains (Balt.-DC)	16,104	15,372	15,372	16,397	12,737	16,104	14,933	14,201	16,104	16,104	14,640	16,104	184,171
Miles Camden trains (Dorsey-DC)	1,043	995	995	1,043	806	1,043	948	901	1,043	1,043	948	1,043	11,850
Miles Brunswick (Balt.-DC)	6,860	6,664	6,566	7,056	5,390	6,860	6,468	6,076	6,860	6,860	6,370	6,860	78,890
Miles Brunswick (Mtnbg-DC)	9,768	9,324	9,324	9,916	7,844	9,768	9,028	8,584	9,768	9,768	8,880	9,768	111,740
Miles Brunswick (Frederick-DC)	7,036	6,716	6,716	7,142	5,543	7,036	6,503	6,183	7,036	7,036	6,396	7,036	80,376
Total Train Miles	40,810	39,071	38,973	41,554	32,320	40,810	37,879	35,944	40,810	40,810	37,234	40,810	467,028

2020 Billable Project Overhead Rate Reference Guide

Engineering Billable Rate Breakdown

Applies to Union Labor only	Rate at 6/27/20
Vehicle & Equipment	34.8% a
Fixed Costs (Operating & Depreciation)	32.7% b
Payroll Taxes	25.1% c
Department Support Costs	25.0% a
Fringe - H&W	23.7% c
Project Management	22.3% a
Force Account Insurance	16.0% c
General & Administrative (G&A)	16.0% b
Collective Bargaining Agreement (CBA)	13.2% a
Fringe - Additional	10.1% a
Small Tools, Safety & Supplies	3.0% a
Training	0.2% a
	222.1%

However, not all states are billed the full rate:

FL/IL Rate	148.2%
KY Rate	170.4%
MARC Rate	206.1%
No Admin Rate	148.4%
Amtrak Rate	106.9%

Location	Cost pools excluded from billing
FL, IL	Training, Department Support Costs, Fixed Costs, and G&A
KY	Department Support Costs + Fixed Costs + G&A is limited to 22%
MARC	Force Account Insurance
AL, GA, IN, MI, NJ, and OH	Department Support Costs, Fixed Costs, and G&A
CT, DC, DE, LA, MA, MD, MS, NC, NY, PA, SC, TN, VA, and WV	No exclusions

Approx. \$20-25 million of ENG labor is billed annually.

- a - Billable credits route \$ to ENG budget (108%)
- b - Billable credits route \$ to other budgets (49%)
- c - H&W, Pay Tax, and Force Acct credits route to B/S liability (65%)

Rate Calculation

Numerator = Cost types listed above that are not directly charged to a project

Denominator = Basis of allocating those costs (Union Labor \$)

Denominator will represent cost types directly charged to projects (union labor \$).

Example: CBA Rate

	millions	
Total ENG incurred CBA costs	\$ 60	= 13.2%
Total ENG union labor	\$ 457	

Rate Application

Rate will be applied to the direct charges in the allocation base (denominator) based on the details in the chart above.

Example: CBA Rate

Date	Emp	Project	Hrs	Raw Cost	OH Rate	OH \$	Burdened Cost
1/1/20	J Smith	FL1234	8	\$ 100	13.2%	\$13	\$ 113

Remember the Project Allocation Percentages

Project distribution within the allocation base is also a key factor in estimating capital credits.

	Project Types			Total
	OE	CAP	OSP	
	millions			
Labor Base Allocation Base \$	\$ 253	\$ 179	\$ 25	\$ 457
Allocation Base %	55%	39%	5%	

In this instance, 5% of all rate costs would be recovered through the billable overhead rate.

**EXHIBIT C
ACCESS AGREEMENT**

Capital Projects	
1	Jessup East (carryover of funding and completion of Joint Benefit project from previous Agreement term)
2	Filling of Laurel Racetrack Station Vehicular Tunnel (New Capital Project)
3	Overhaul of Brunswick Yard Turntable (New Capital Project)
4	Greenbelt Switch Reliability Improvements (New Capital Project)

Final project costs and additional projects shall be mutually agreed upon by the Parties in accordance with Article 6 of the Agreement.

EXHIBIT D
CSXT / MARC FULL SCHEDULE - Laurel Racetrack Peak Direction Service

BRUNSWICK LINE

EASTBOUND (READ UP)										Stations	WESTBOUND (READ DOWN)										
M-F	M-F	M-F	M-F	M-F	M-F	M-F	M-F	M-F	M-F	Days of Operation	F	M-F	M-F	M-F	M-F	M-F	M-F	M-F	M-F	M-F	
AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM/PM	PM	PM	PM	PM	PM	PM	PM	PM	PM	PM	
6:23	6:40	7:09	7:35	7:56	8:15	8:32	8:52	9:21	4:20	Washington	1:30	3:30	3:45	4:25	4:55	5:20	5:40	6:20	6:40	7:25	
5:58	6:16	6:38	7:05	7:27	7:40	8:08	8:22	8:51		Silver Spring	1:43	3:42	3:58	4:39	5:07	5:34	5:54	6:33	6:53	7:37	
5:52		6:32	6:59	7:21	7:34		8:16	8:45		Kennington	1:48	3:47		4:44	5:13	5:40	5:59	6:38	6:59	7:42	
5:45		6:08		7:18	7:32		8:13	8:42		Gerret Park	1:51		4:04		5:17		5:03	5:42	6:02	6:45	
5:36		6:03	6:26	6:53	7:13	7:26	7:56	8:36		Rockville	1:58	3:54	4:10	4:53	5:23	5:47	6:09	6:48	7:08	7:50	
5:34	5:55		6:46	7:05	7:18	7:49	8:01	8:28	Deadhead Equipment move only BWK TO WAS	Washington Grove	2:03		4:15		5:28		6:15		6:54	7:37	
5:28	5:50	6:15	6:42	7:01	7:14	7:45	7:57	8:24		Geithersburg	2:07	4:01	4:18	5:00	5:32	5:53	6:17	6:54	7:17	7:57	
5:23	5:45	6:09	6:37	6:55	7:09	7:40	7:52	8:19		Metropolitan Grove	2:10	4:06	4:21	5:04	5:37	5:57	6:21	6:58	7:21	8:00	
5:16	5:38			6:50		7:35		8:16		Germanstown	2:16	4:10	4:25	5:09	5:41	6:02	6:25	7:03	7:25	8:07	
5:11		6:01	6:30		7:01	7:30		8:10		Boys	2:19		4:28		5:45		6:29		7:28	8:10	
5:06	5:32			6:41		7:24		8:05		Barnesville	2:25	4:17		5:16	5:09	5:49	6:34	7:09	7:33	8:15	
5:00		5:51	6:19		6:51	7:17		7:56		Dickerson	2:29		4:36		5:54		6:37		7:37	8:18	
	5:06			6:12		7:17				Point of Rocks	2:45	4:28		5:28	5:04		6:46	7:20	7:44	8:29	
	5:00			6:05		7:10				Monocacy			5:19		6:49		7:29		8:11		
4:50		5:40	6:08		6:40	7:07		7:45	3:20	Frederick			5:29		6:59		7:39		8:21		
		5:27	5:54		6:53					Brunswick	3:04	4:51		5:38	6:28		7:30		8:47		
		5:18	5:43		6:42					Harpers Ferry				5:49		6:59		7:40			
		5:00	5:25		6:25					Dodfield				5:59		7:09		7:48			
										Martinsburg				6:39		7:50		8:25			

CAMDEN LINE

WESTBOUND (READ UP)										Stations	EASTBOUND (READ DOWN)										
M-F	M-F	M-F	M-F	M-F	M-F	M-F	M-F	M-F	M-F	Days of Operation	M-F	M-F	M-F	M-F	M-F	M-F	M-F	M-F	M-F	M-F	
AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM/PM	AM	AM	AM	AM	PM	PM	PM	PM	PM	PM	
6:05	6:29	7:18	7:44	8:21	9:12	4:20	4:50	5:35	6:28	Washington	6:32	7:00	7:40	8:00	3:30	4:13	4:43	5:22	5:58	6:35	7:45
5:45		6:58	7:18		8:52		4:27		6:05	Rivendale	6:41	7:09	7:49	8:09	3:30	4:13	4:43	5:22	5:58	6:35	7:45
5:43		6:56	7:16	7:52	8:50		4:25	5:08	6:03	College Park	6:44	7:12	7:52	8:12	3:42	4:24	4:55	5:33	6:08	7:06	7:57
5:39		6:50	7:12		8:46		4:21		5:59	Greenbelt	6:48	7:16	7:56	8:16	3:46	4:29	5:08	5:38	6:17	7:10	8:01
5:33	6:04	6:44	7:07	7:45	8:41		4:15	5:01	5:53	Minnikirk	6:54	7:22	8:02	8:22	3:52	4:32	5:05	5:44	6:17	7:15	8:07
5:28	5:59	6:39	7:02	7:40	8:36		4:10	4:56	5:49	Laurel	7:00	7:28	8:08	8:28	3:58	4:37	5:11	5:49	6:23	7:21	8:13
5:24	5:54	6:34	6:57	7:35	8:31		4:04	4:51	5:43	Laurel Racetrack						5:12	5:50		7:22		
		6:38	7:01		8:35				6:40	Savage	7:05	7:34	8:13	8:34	4:03	4:43	5:17	5:55	6:29	7:26	8:18
5:18	5:48	6:28	6:50	7:29	8:24				6:40	Seema							5:58				
5:11		6:42		8:17			3:58	4:45	5:37	Dorsey	7:11	7:39	8:18	8:39	4:20	4:49	5:23	6:04	6:35	7:32	8:24
5:00	5:30	6:10	6:30	7:10	8:05	3:30	3:40		5:20	St. Denis							5:31	6:13		7:39	
									6:15	Camden Station	7:43	8:12	8:48	9:08		5:25	6:00	6:41	7:13	8:03	8:55

NOTE: This is a sample schedule for reference only, in accordance with Section 3.6 of the Agreement.

Schedule key

d = Train will stop to discharge passengers only. Passengers must notify conductor upon boarding.

f = Flag stop: trains will pick up passengers standing on platform and visible to engineer. Trains will discharge passengers at this station if passengers have notified conductor upon boarding.

L = Train may depart 5 minutes early

R = "R" schedule for inclement weather and holidays. Only trains with an "R" under the train symbol will operate on these days. Some trains make additional stops as noted with an "R" in the time grid. (Note that "R" replaces the former "S" schedule)

R+ = "Enhanced R" schedule will operate as announced by ATTA

Note: Trains 848/855 terminate/originate at Dorsey Station

EXHIBIT D-1

CSXT / MARC R Schedule -- Laurel Racetrack Peak Direction Service

BRUNSWICK LINE

EASTBOUND (READ UP) Stations WESTBOUND (READ DOWN)

Days of Operation	AM	AM	AM	Holiday/Snow Sched.	PM	PM	PM
R	R	R	R	Holiday/Snow Sched.	R	R	R
M-F	M-F	M-F	M-F	Days of Operation	M-F	M-F	M-F
AM	AM	AM	AM	AM/PM	PM	PM	PM
7:36	8:32	9:21		Washington	4:25	5:20	6:20
7:27	8:08	8:51		Silver Spring	4:39	5:34	6:33
7:21	R	8:45		Kensington	4:44	5:40	6:38
7:18	R	8:42		Garrett Park	R	R	6:42
7:13	7:56	8:36		Rockville	4:53	5:47	6:48
R	R	8:30		Washington Grove	R	R	R+
7:05	7:49	8:28		Gaithersburg	5:00	5:53	6:54
7:01	7:45	8:24		Metropolitan Grove	5:04	5:57	6:58
6:55	7:40	8:19		Germanstown	5:09	6:02	7:03
6:50	7:35	8:16		Boyd's	R	R	R
R	7:30	8:10		Barnesville	d5:16	d6:09	d7:09
6:41	7:24	8:05		Dickerson	R	R	R
		7:17		Point of Rocks	d5:28		d7:20
6:12				Monocacy		d6:49	
6:05				Frederick		6:59	
	7:07	7:45		Brunswick	5:38		7:30
	6:53			Harpers Ferry	L5:49		L7:40
	6:42			Duffields	L5:58		L7:48
	6:25			Martinsburg	6:39		8:25

CAMDEN LINE

WESTBOUND (READ UP) Stations EASTBOUND (READ DOWN)

Days of Operation	AM	AM	AM	PM	Holiday/Snow Sched.	AM	AM	PM	PM
R	R	R	R	R	Holiday/Snow Sched.	R	R	R	R
M-F	M-F	M-F	M-F	M-F	Days of Operation	M-F	M-F	M-F	M-F
AM	AM	AM	AM	PM	AM/PM	AM	PM	PM	PM
7:18	8:21	9:12	6:28		Washington	8:00	4:43	5:58	6:55
6:58	R	8:52	6:05		Riverdale	8:09	4:52	R	7:04
6:56	7:52	8:50	6:03		College Park	8:12	4:55	6:08	7:06
6:50	R	8:46	5:59		Greenbelt	8:16	4:59	R	7:10
6:44	7:45	8:41	5:53		Muirkirk	8:22	5:05	6:17	7:15
6:39	7:40	8:36	5:49		Laurel	8:28	5:11	6:23	7:21
6:38		8:35	5:48		Laurel Racetrack		5:12		7:22
6:34	7:35	8:31	5:43		Savage	8:34	5:17	6:29	7:26
R					Flag Stop			R	
6:28	7:29	8:24	5:37		Dorsey	8:39	5:23	6:35	7:32
R	R	8:17			St. Denis		d5:31	R	d7:39
6:10	7:10	8:05	5:20		Camden Station	9:08	6:00	7:13	8:03

NOTE: This is a sample schedule for reference only, in accordance with Section 3.6 of the Agreement.

Schedule key

d = Train will stop to discharge passengers only. Passengers must notify conductor upon boarding.

f = Flag stop: trains will pick up passengers standing on platform and visible to engineer. Trains will discharge passengers at this station if passengers have notified conductor upon boarding.

L = Train may depart 5 minutes early

R = "R" schedule for inclement weather and holidays. Only trains with an "R" under the train symbol will operate on these days. Some trains make additional stops as noted with an "F" in the time grid. (Note that "R" replaces the former "S" schedule)

R+ = "Enhanced R" schedule will operate as announced by MTA

Note: Trains 848/855 terminate/originate at Dorsey Station

EXHIBIT D-2

CSX/MARC Enhanced R/R+ - Laurel Racetrack Peak Direction Service

BRUNSWICK LINE

EASTBOUND (READ UP)				Stations	WESTBOUND (READ DOWN)			
P	M-F	S	H	Days of Operation	P	M-F	S	H
AM	AM	AM	AM	AM/PM	PM	PM	PM	PM
R+	R+	R+	R+	Holiday/Snow Sched.	R+	R+	R+	R+
7:09	7:56	8:32	9:21	Washington	4:25	4:55	5:20	6:20
6:38	7:27	8:08	8:51	Silver Spring	4:39	5:07	5:34	6:33
6:32	7:21	R+	8:45	Kensington	4:44	5:13	5:40	6:38
R+	7:18	R+	8:42	Garrett Park	R+	5:17	R+	6:42
6:26	7:13	7:56	8:36	Rockville	4:53	5:23	5:47	6:48
6:21	R+	R+	8:30	Washington Grove	R+	5:28	R+	R+
6:18	7:05	7:49	8:28	Gaithersburg	5:00	5:32	5:53	6:54
6:15	7:01	7:45	8:24	Metropolitan Grove	5:04	5:37	5:57	6:58
6:09	6:55	7:40	8:19	Germentown	5:09	5:41	6:02	7:03
R+	6:50	7:35	8:16	Boyd's	R+	5:45	R+	R+
6:01	R+	7:30	8:10	Barnesville	d5:16	d5:51	d6:09	d7:09
R+	6:41	7:24	8:05	Dickerson	R+	d5:54	R+	R+
5:51		7:17	7:56	Point of Rocks	d5:28	d6:04		d7:20
	6:12			Monocacy			d6:49	
	6:05			Frederick			6:59	
5:40		7:07	7:45	Brunswick	5:38	6:28		7:30
5:27				Harpers Ferry	L5:49			L7:40
5:18		6:42		Dulfields	L5:58			L7:48
5:00		6:25		Martinsburg	6:39			8:25

CAMDEN LINE

WESTBOUND (READ UP)				Stations	EASTBOUND (READ DOWN)			
P	M-F	S	H	Days of Operation	P	M-F	S	H
AM	AM	AM	PM	AM/PM	AM	PM	PM	PM
R+	R+	R+	R+	Holiday/Snow Sched.	R+	R+	R+	R+
7:18	8:21	9:12	6:28	Washington	8:00	4:43	5:58	6:55
6:58	R	8:52	6:05	Riverdale	8:09	4:52	R	7:04
6:56	7:52	8:50	6:03	College Park	8:12	4:55	6:08	7:06
6:50	R	8:46	5:59	Greenbelt	8:16	4:59	R	7:10
6:44	7:45	8:41	5:53	Muirkirk	8:22	5:05	6:17	7:15
6:39	7:40	8:36	5:49	Laurel	8:28	5:11	6:23	7:21
6:38		8:35	5:48	Laurel Racetrack		5:12		7:22
6:34	7:35	8:31	5:43	Savage	8:34	5:17	6:29	7:26
R				Jessup			R	
6:28	7:29	8:24	5:37	Dorsey	8:39	5:23	6:35	7:32
R	R	8:17		St. Denis	d5:31	R		d7:39
6:10	7:10	8:05	5:20	Camden Station	9:08	6:00	7:13	8:03

NOTE: This is a sample schedule for reference only, in accordance with Section 3.6 of the Agreement.

Schedule key

d = Train will stop to discharge passengers only. Passengers must notify conductor upon boarding.

f = Flag stop: trains will pick up passengers standing on platform and visible to engineer. Trains will discharge passengers at this station if passengers have notified conductor upon boarding.

L = Train may depart 5 minutes early

R = "R" schedule for inclement weather and holidays. Only trains with an "R" under the train symbol will operate on these days. Some trains make additional stops as noted with an "R" in the time grid. (Note that "R" replaces the former "S" schedule)

R+ = "Enhanced R" schedule will operate as announced by MTA

Note: Trains 848/855 terminate/originate at Dorsey Station

**DESCRIPTION OF LIABILITY INSURANCE COVERAGES IN EFFECT
ON DATE OF AGREEMENT**

1. Total Limits: \$500,000,000

Lloyds Policy Named Insureds:

MTA – First Named Insured
CSX and its subsidiaries – Named Insured

Bermuda Policies Insureds:

MTA – First Named Insured
CSX and its subsidiaries – Named Insured (Schedule A)

Additional Insured: Amtrak

- Coverage:
- (a) Third-party liabilities arising from MTA's MARC commuter rail Operations;
 - (b) MARC and CSXT employee claims (including FELA to the extent applicable);
 - (c) Coverage is primary of any other CSX policies;
 - (d) Coverage contains a severability of interest clause; and
 - (e) No undesirable damage exclusions.

2. The Administration is self-insured for the first \$5,000,000 layer. Per the agreement terms, this self-insurance shall not extend to nor cover costs, losses, or expenses arising out of or attributable to punitive damages awarded against the Railroad, or due to willful misconduct of the Railroad.

**MINIMUM CONDITIONS TO RAILROAD'S APPROVAL OF COMMERCIAL
LIABILITY POLICIES**

1) All such policies must provide protection with respect to liability of the Railroad to third parties and to the railroad's employees arising from or in any way related to the Service, including without limitation liability arising from claims, actions, or demands generated on or about the Corridor, right-of-way, and/or facilities and properties.

2) All such policies must provide coverage for defense costs in a manner and amount satisfactory to the Railroad in all respects.

3) Except as provided in Section 9.3 of the Agreement, there must at all times be aggregate coverage of at least \$500 million (which limit must be reinstated immediately whenever a loss causes it to be determined) in excess of an initial layer of exposure of no more than \$5 million.

4) The Railroad is to be a named insured (not an "Additional Insured") by being shown as "Named Insured" (London policies) or "Named Insured (Schedule A)" (Bermuda policies) and is to be insured with respect to any liability arising from operation of the Service, including without limitation liability arising from Claims generated on or about the Railroad's Tracks, right-of-way, and/or facilities and property covered under the Master Lease Agreement.

5) Subject to Section 7.2 of the Agreement, the policies shall provide the Railroad with coverage for all compensatory damages, as well as for punitive or exemplary damages (up to policy limits), provided that policies below \$25 million may contain the endorsement set forth in the Footnote below.

6) All coverages must be primary of any other CSX Corporation (or affiliate) policies and must contain a severability of interest clause.

7) All policies must cover Railroad employee claims (including FELA).

8) The terms of all policies, including all endorsements, must be approved by the Railroad, in its sole discretion, in advance of placement.

9) The Insurers writing each of the policies must be satisfactory to the Railroad, in its sole discretion, and such satisfaction must be evidence in a writing from the Railroad to the Administration prior to placement.

10) All policies must provide that they cannot be canceled or modified prior to expiration without notice to the Railroad.

**MINIMUM CONDITIONS TO RAILROAD'S APPROVAL OF COMMERCIAL
LIABILITY POLICIES**

Footnote:

Endorsement for Liability Policies Below \$25,000,000

Attaching to and forming a part of Policy No.

In consideration of an additional premium of _____ it is understood and agreed that
Exclusion ___ of this Policy shall be deleted and replaced by the following: _____

___ to fines and/or penalties:

If insured is held liable for punitive damages, exemplary damages, or damages resulting from
multiplication of compensatory damages, Underwriters shall indemnify the Insured for such
damages;

Provided, that the applicability of the coverage for punitive damages, exemplary damages or
damages resulting from the multiplication of compensatory damages extended by this
Endorsement shall be governed by and subject to the substantive law of the particular location
where the Accident first commenced.

Nothing contained herein shall be construed as providing the Insured with indemnification for
fines and/or penalties.

All other Terms and Conditions of the Policy remain unchanged.

Exhibit F-1
Access Agreement

To Whom It May Concern:

This sets forth the liability and insurance obligations and provisions which apply to the Maryland Transit Administration, an agency of Maryland state government.

As provided in the Maryland Annotated Code, Transportation Article, the Maryland Transit Administration “is liable for its contracts and torts and for the torts of its officers, agents, and employees in connection with the performance of the duties and functions of the Administration” Md. Ann. Code, transportation Art., §7-702(a). Further, the Maryland Transit Administration is required to self-insure or purchase and maintain insurance against loss or damage to its property and liability for injury to persons or property. Md. Ann. Code, Trans. Art. §7-703(a). Said insurance coverage shall be in the form and amount that the Maryland Transit Administration determines. Id at §7-703(c).

In satisfaction of this statutory obligation, the Maryland Transit Administration self-insures for the first five million dollars of liability. In addition, the Administration has purchased insurance coverage for excess liability.

In any instance in which an owner of private property agrees to allow the Administration to enter upon the property for its purposes, the Administration agrees, to the extent permitted by State law and in accordance with available appropriations, to indemnify the property owner of any suit, claim, injury, or liability resulting from the negligence of the Administration, its officers, agents, and employees.

Date: 4/27/2021

Julie T. Sweeney

Digitally signed by Julie T.
Sweeney
Date: 2021.04.27 14:02:19 -04'00'

Julie Sweeney
Principal Counsel, MTA

Exhibit F-2
Access Agreement

CSX Transportation, Inc.
500 Water Street J-907
Jacksonville, FL 32202
Attn: Risk Management


Re: Insurance/Self-Assumption of Risk

The Maryland Transit Administration (the Administration) has some insurance programs that are subject to large retentions. Under the Administration's Access Agreement with CSX Transportation dated July 1, 2021, it is self-insured for claims under \$5 million.

Losses that fall within these retentions, including those for which the Administration may be contractually liable are covered by the financial resources of the Administration for the current fiscal year starting July 1, 2021.

We trust this information will adequately serve your needs.

Sincerely,

Signature:  Digitally signed by
Edward Wilson
Date: 2021.04.27
18:06:36 -04'00'

Name: Edward Wilson

Title: Deputy Chief Financial Officer

Date: 04/27/2021



**EXHIBIT G
Access Agreement**

500 WATER STREET, C-907
JACKSONVILLE, FL 32202
TELEPHONE: 904-366-4752
TONI_BOSWELL@CSX.COM

**TONI B BOSWELL
SR MANAGER INSURANCE**

APRIL 15, 2021

Re : CSX Transportation, Inc. Insurance Programs/Self-Assumption of Risk

To Whom It May Concern:

CSX Transportation, Inc. (CSXT) maintains insurance programs with substantial limits for property damage (which includes business interruption) and third-party liability. Railroad employee injuries fall under the Federal Employers Liability Act (FELA) and are covered under CSXT's liability insurance program.

CSXT retains a certain amount of risk with respect to each of its liability and property insurance programs. CSXT currently has a \$25 million retention per occurrence on its non-catastrophic property insurance program, a \$50 million retention per occurrence on its catastrophic property insurance programs, and a \$75 million retention per occurrence on its liability insurance. Losses that fall within these retentions, including those for which CSXT may be contractually liable, are covered by the financial resources of CSXT and are administered by CSXT's claims personnel.

Please accept this as continuing unless further advised.

We trust this information will adequately serve your needs. If not or if you have any questions, please do not hesitate to contact the undersigned.

Sincerely,

A handwritten signature in black ink, appearing to read "Toni B Boswell", written in a cursive style.

Toni B Boswell

Exhibit H. Contract Affidavit

A. AUTHORITY

I hereby affirm that I, Jamie Boychuk (name of affiant) am the Executive VP Operations (title) and duly authorized representative of CSX Transportation (name of business entity) and that I possess the legal authority to make this affidavit on behalf of the business for which I am acting.

B. CERTIFICATION OF REGISTRATION OR QUALIFICATION WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

I FURTHER AFFIRM THAT:

The business named above is a (check applicable box):

- (1) Corporation - domestic or foreign;
- (2) Limited Liability Company - domestic or foreign;
- (3) Partnership - domestic or foreign;
- (4) Statutory Trust - domestic or foreign;
- (5) Sole Proprietorship.

and is registered or qualified as required under Maryland Law. I further affirm that the above business is in good standing both in Maryland and (IF APPLICABLE) in the jurisdiction where it is presently organized, and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation. The name and address of its resident agent (IF APPLICABLE) filed with the State Department of Assessments and Taxation is:

Name and Department ID Number: F02425437

Address: 100 North Charles st. Baltimore, MD

and that if it does business under a trade name, it has filed a certificate with the State Department of Assessments and Taxation that correctly identifies that true name and address of the principal or owner as:

Name and Department ID Number: _____

Address: _____

C. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of State Finance and Procurement Article, §13-221, Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$200,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$200,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into a procurement contract with the State, a county, or a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of

\$200,000 or more, shall file with the State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contributions in a cumulative amount of \$500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on or before: (i) May 31, to cover the six (6) month period ending April 30; and (ii) November 30, to cover the six (6) month period ending October 31.

E. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

I CERTIFY THAT:

- (1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.
- (2) By submission of its Proposal, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
 - (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
 - (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
 - (c) Prohibit its employees from working under the influence of drugs or alcohol;
 - (d) Not hire or assign to work on the contract anyone who the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
 - (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
 - (f) Establish drug and alcohol abuse awareness programs to inform its employees about:
 - (i) The dangers of drug and alcohol abuse in the workplace;
 - (ii) The business's policy of maintaining a drug and alcohol free workplace;
 - (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
 - (g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §E(2)(b), above;
 - (h) Notify its employees in the statement required by §E(2)(b), above, that as a condition of continued employment on the contract, the employee shall:
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;

- (i) Notify the procurement officer within 10 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;
 - (j) Within 30 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:
 - (i) Take appropriate personnel action against an employee, up to and including termination; or
 - (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and
 - (k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §E(2)(a)—(j), above.
- (3) If the business is an individual, the individual shall certify and agree as set forth in §E(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.
- (4) I acknowledge and agree that:
- (a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;
 - (b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and
 - (c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

F. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Bid/Proposal Affidavit dated 4/30/21, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: 4/30/21

By: Damir J. Boychuk (print name of Authorized Representative and Affiant)

[Signature] (signature of Authorized Representative and Affiant)