

**SECOND AMENDMENT TO THE
LOCAL CAPITAL FUNDING AGREEMENT**

By and Between

The District of Columbia

And

The Washington Metropolitan Area Transit Authority

**SECOND AMENDMENT TO THE
LOCAL CAPITAL FUNDING AGREEMENT**

THIS SECOND AMENDMENT TO THE LOCAL CAPITAL FUNDING AGREEMENT (Second Amendment) is made and entered into this 11th day of July, 2017, by and between **the Washington Metropolitan Area Transit Authority (WMATA)**, a body corporate and politic created by interstate compact between Maryland, Virginia, and the District of Columbia; **and the District of Columbia**, a municipal corporation (**District of Columbia**).

RECITALS

1. The Parties to this Second Amendment desire to extend the term of that Local Capital Funding Agreement entered into by the Parties as of July 1, 2010 and previously extended to include WMATA Fiscal Year 2017 (DC LFA).
2. The Parties to this Second Amendment desire to continue the funding and work of WMATA on the same terms and conditions currently in place under the DC LFA as amended by the First Amendment to the DC LFA for an additional year (the Extension Term).
3. The Parties will continue to negotiate in good faith toward a longer-term capital funding agreement during the Extension Term.

NOW, THEREFORE, in consideration of the mutual promises and obligations hereinafter set forth, the Parties hereby agree as follows:

SEC. 1 DEFINITIONS

Unless defined otherwise in this Amendment all terms used in this Amendment shall have the same meaning as is found in the DC LFA.

SEC. 2 EXTENSION OF TERM AND AMENDMENT OF LONG TERM DEBT OBLIGATION

Pursuant to Section 11 of the DC LFA, the Parties agree to extend the term of the DC LFA for one additional year, from July 1, 2017 through June 30, 2018 on the same terms and conditions agreed to under the DC LFA as amended by the First Amendment. The maximum amount of Long Term Debt authorized for issuance in Fiscal Year 2018 (FY18) in support of the Capital Improvement Program budget (FY18 Capital Budget) in FY18 shall not exceed \$575.2 million. The District may exercise the “opt in” provision of the CFA, and will provide operating budget for its jurisdictional share of any required debt service. For any portion of the proposed debt where the District exercises the “opt out” provision of the CFA, the District will provide funds to meet the required jurisdictional portion. In the event that WMATA desires to issue additional Long Term Debt during FY18, WMATA shall follow the processes established for such issuance in the CFA and the DC LFA. Additionally, WMATA may also choose to refinance the existing Series 2009A and 2009B bonds provided that the jurisdictional debt service amounts will be no greater than the existing amounts covering these bonds.

SEC. 3 CAPITAL IMPROVEMENT PLAN

A. As is contemplated by the DC LFA as amended by the First Amendment to the DC LFA, it is anticipated that the WMATA Board of Directors will adopt a new six-year CIP and Fiscal Year 2018 Capital Budget on or before June 30, 2017. It is the intent of the Parties that the DC LFA be amended to incorporate the FY18 Capital Budget and CIP as adopted by the Board so long as the Allocated Contributions in the FY18 Capital Budget does not exceed \$210,500,000 exclusive of long-term debt and PRIIA matching funds as shown in Attachment A.

B. DC's Allocated Contribution to the FY18 Capital Budget shall not exceed \$76,100,000 and this amount shall be added to the amount contained in Section 4(b)(1)(C)(i) of the DC LFA as amended by the First Amendment to constitute the new limitation on required Allocated Contributions for the District of Columbia in the total maximum amount not to exceed \$565,514,000, excluding PRIIA funding, to be paid from the District of Columbia Capital Funds.

SEC. 4 CONTINUING EFFECT

This Second Amendment amends certain terms and conditions of the DC LFA. All other terms and conditions of the DC LFA as amended by the First Amendment that are not modified by this Second Amendment shall remain in full force and effect. Should there be any conflict between the terms and conditions in this Second Amendment and the DC LFA as amended by the First Amendment the terms and conditions of this Second Amendment shall control.

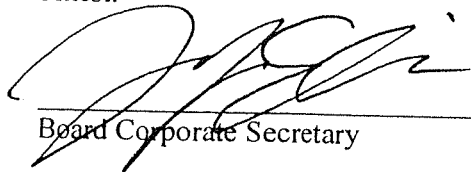
SEC. 5 COUNTERPARTS

This Amendment may be executed in identical counterparts, each of which shall constitute an original and all of which shall constitute, collectively, one agreement. The counterpart with the most recent date shall determine the date of entry of this Agreement by the Parties.

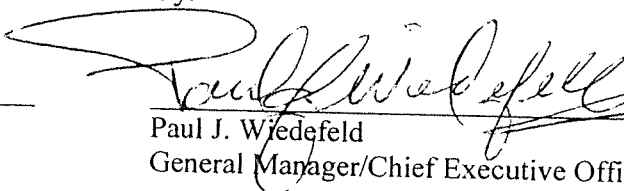
IN WITNESS WHEREOF, WMATA and the District of Columbia have executed this Agreement on this 11th day of July, 2017.

WASHINGTON METROPOLITAN AREA
TRANSIT AUTHORITY

Attest:

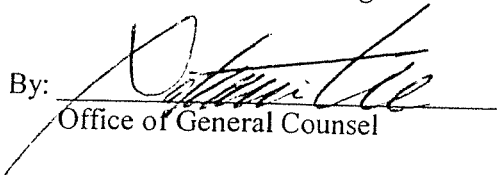

Board Corporate Secretary

By:

 [Seal]
Paul J. Wiedefeld
General Manager/Chief Executive Officer

Dated: 7/11/17

Approved as to Form and Legal Sufficiency:


By: 
Office of General Counsel

[signatures continued on following page]

DISTRICT OF COLUMBIA

Attest:

Witness

By:  [Seal]
Mayor

Approved as to Form and Legal Sufficiency:

By: _____
Attorney General

Dated: _____