

This **EXTENSION AGREEMENT** is entered into as of the date last executed below by and among the following parties (individually, a “Party”, and collectively, the “Parties”):

1. Research Triangle Regional Public Transportation Authority d/b/a GoTriangle (“GoTriangle”), a public body and body politic and corporate of the State of North Carolina; and
2. North Carolina Railroad Company (“NCR”), a North Carolina private business corporation that owns and controls real property running approximately 317 miles from Charlotte to Morehead City which is used for passenger and freight rail operations (“NCR Corridor”); and
3. North Carolina Department of Transportation (“NCDOT”), an agency of the State of North Carolina; and
4. Capital Area Metropolitan Planning Organization (“CAMPO”), a metropolitan planning organization (“MPO”) with jurisdiction in Wake and portions of Granville, Franklin, Harnett and Johnston counties; and
5. Durham-Chapel Hill-Carrboro Metropolitan Planning Organization (“DCHC MPO”), a metropolitan planning organization (“MPO”) with jurisdiction in Durham and portions of Orange and Chatham counties; and
6. Wake County (“Wake”), a public body and body politic and corporate of the State of North Carolina; and
7. Durham County (“Durham”), a public body and body politic and corporate of the State of North Carolina; and
8. Johnston County (“Johnston”), a public body and body politic and corporate of the State of North Carolina.

WHEREAS, the Parties originally entered into a **MEMORANDUM OF UNDERSTANDING IN SUPPORT OF CONTINUED DEVELOPMENT OF THE GREATER TRIANGLE COMMUTER RAIL PROJECT (“MOU”)** on the 24th day of April 2020.

NOW THEREFORE, for good and valuable consideration, the amount and sufficiency of which is hereby acknowledged by the Parties, the Parties agree as follows:

1. **Extension of Term of Agreement.** The parties agree to extend and continue the term and duration of the above described MOU, and incorporated herein by reference all of the applicable terms and condition of said Agreement except to the extent that certain terms are specifically amended herein. The MOU shall extend for an additional term of one year, commencing on the 31st day of December 2022 and

expiring on the 31st day of December 2023, unless renewed or extended pursuant to the terms and conditions set forth in the MOU.

- 2. Except as specifically amended herein, all other terms, provisions and conditions of the MOU shall remain in full force and effect and are hereby ratified and confirmed by the Parties.

**RESEARCH TRIANGLE REGIONAL PUBLIC TRANSPORTATION AUTHORITY
D/B/A GOTRIANGLE**

BY: _____ this ____ day of _____ 2022
Sig Hutchinson, Chair, Board of Trustees

BY: _____ this ____ day of _____ 2022
Charles E. Lattuca, President and
Chief Executive Officer

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Saundra Freeman, Chief Financial Officer

Reviewed and approved as to legal form by GoTriangle

T. Byron Smith, General Counsel

DURHAM-CHAPEL HILL-CARRBORO METROPOLITAN PLANNING ORGANIZATION, "DCHC-MPO"

BY: _____ this ____ day of _____, 2022

ACKNOWLEDGEMENT by DURHAM-CAHPEL HILL-CARRBORO MPO

**State of North Carolina
County of Durham**

I, _____, a Notary Public for said County and State, do hereby certify that _____, Chair DCHC-MPO Board personally came before me this day and acknowledged the due execution for the foregoing instrument.

Witness my hand and official seal, this the ____ day of _____, 2022

Notary Public

(Seal)

My Commission Expires: _____, 20__

BY: _____ this ____ day of _____, 2022