

K12-191

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT ("this Amendment") is made and entered into as of this 27 day of ~~April~~^{February}, 2012³ ("Effective Date"), by and between the City of New Orleans (the "City"), the New Orleans Building Corporation ("NOBC"), and MCI Communications Services, Inc., a Delaware corporation, successor in interest to MCI Telecommunications Corporation, having an office at 2400 North Glenville Drive, Richardson, Texas 75082 ("MCI"). The signatories to this Amendment shall be referred to individually as a "Party" and collectively as "the Parties."

WITNESSETH:

WHEREAS, the City, through the New Orleans Union Passenger Terminal, and MCI's predecessor in interest entered into that certain Agreement dated October 8, 1986 ("the Agreement"), which grants an easement to MCI for the right to use railroad right of way for a portion of its Telecommunications Transmission System in New Orleans, Louisiana; and

WHEREAS, MCI desires to acquire an additional easement of fifty-eight feet (58') of railroad Right-of-Way from the City and NOBC which will be used to construct and install additional Facilities, and the City and NOBC are agreeable thereto;

NOW, THEREFORE, in consideration of the foregoing Recitals and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, the Parties covenant and agree as follows:

1. NOBC hereby grants to MCI an additional non-exclusive easement in, on, upon, over, under, across, along and through fifty-eight feet (58') of Rail Corridor or Right-of-Way in the location set forth and described in Exhibit A, attached hereto and made a part hereof, for the construction, installation, operation, maintenance, repair, reinstallation, replacement, relocation and removal therein of a Telecommunications Transmission System.

2. Commencing on the Effective Date, MCI shall pay NOBC an additional amount equal to Sixty and 42/100 Dollars (\$60.42) per annum, payable in accordance with Article 6 of the Agreement.

3. The term of this Amendment shall be coterminous with the Agreement, including any Renewal Term(s) exercised by MCI.

4. NOBC and MCI affirm and covenant that each has the authority to enter into this Amendment, to abide by the terms hereof, and that the signatories hereto are authorized representatives of their respective entities empowered by their respective corporations to execute this Amendment.

5. To the extent the provisions of this Amendment are inconsistent with the Agreement, the terms of this Amendment shall control.

6. Unless specifically defined herein, the capitalized terms used in this Amendment shall have the meanings defined in the Agreement.

7. Except as expressly amended or modified herein, all other terms, covenants and conditions of the Agreement are and shall remain in full force and effect.

8. For the purposes of Article 35 of the Agreement, MCI's address for delivery of notices shall be modified to read:

MCI Communications Services, Inc.
2400 North Glenville Drive
Richardson, Texas 75082
Attention: Manager – Network Contract Services

With a copy to:

MCI Communications Services, Inc.
Legal Department – Network Facilities
2400 North Glenville Drive
Richardson, Texas 75082

IN WITNESS WHEREOF, NOBC and MCI have executed this FIRST AMENDMENT TO AGREEMENT by their duly authorized representatives as of the day and year first above written.

CITY OF NEW ORLEANS

By: Mitchell J. Landrieu, Mayor

Date: 2.27.13

FORM AND LEGALITY APPROVED:

Law Department

By:  _____

Print Name: Mitchell J. Landrieu

NEW ORLEANS BUILDING CORPORATION

By: Cedric S. Grant
Cedric S. Grant, Acting Chief Executive
Officer

MCI COMMUNICATIONS SERVICES, INC.

By: Lisa E. Kahn
Name: Lisa E. Kahn
Title: Manager, network Contract Services