

EXECUTION COPY

AMENDMENT NO. 3

**To
NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK)
And
THE NORTHERN VIRGINIA TRANSPORTATION COMMISSION AND POTOMAC
AND RAPPAHANNOCK TRANSPORTATION COMMISSION**

**AGREEMENT FOR COMMUTER RAIL PASSENGER SERVICE ACCESS TO
WASHINGTON UNION TERMINAL AND STATION AND STORAGE OF
COMMUTER RAIL PASSENGER EQUIPMENT**

This AMENDMENT No. 3 (hereinafter referred to as the "Amendment") is made effective as of July 1, 2025, by and between National Railroad Passenger Corporation (hereinafter referred to as Amtrak) and the Northern Virginia Transportation Commission and the Potomac and Rappahannock Transportation Commission (hereinafter referred to as the "Commissions" and collectively referred to as "the Parties"), amends the Agreement for Commuter Rail Passenger Service Access to Washington Union Terminal and Station and Storage of Commuter Rail Passenger Equipment dated as of July 1, 2020, between the Parties, as amended by Amendment No. 1 dated October 18, 2021, and Amendment No. 2 dated January 30, 2023, (hereinafter referred to collectively as the "Agreement"). Capitalized terms not defined herein shall have the meanings set forth in the Agreement.

WHEREAS, Amtrak currently provides Commissions with access to and storage within Washington Terminal for the provision of VRE Service pursuant to the terms and conditions set forth in the Agreement; and

WHEREAS, Commissions currently provide Amtrak with access to and use of certain VRE Station Facilities pursuant to the terms and conditions set forth in the Agreement; and

WHEREAS, the Parties desire to extend the term of the Agreement for an additional five (5) year period, subject to the terms and conditions set forth herein; and

WHEREAS, Amtrak has requested a change to the dedicated personnel to meet the demands of Washington Union Terminal; and

WHEREAS, as a consequence of future capital projects, Amtrak has provided notice to Commissions to remove all stored units from the Coach Yard by December 31, 2028, and desires to amend the storage reduction procedure in the Agreement to ensure that this is accomplished;

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

1. In accordance with Section 13 of the Agreement, the term of the Agreement will be extended an additional five (5) year period, commencing on July 1, 2025, and remaining in effect through June 30, 2030.

2. Section 1.1.1.1 is added to the Agreement as follows:

Future Weekend Service. Should Commissions elect to propose weekend train service in the future, such service shall be subject to an Amendment to this Agreement. Amtrak may require an analysis to assess the impacts of such services including any start-up costs and support staff. Both Parties shall review and mutually agree upon the terms and conditions of such an Amendment prior to implementation.

3. Section 1.2.2 is hereby deleted in its entirety.
4. Section 1.2.3 is hereby deleted in its entirety and replaced with the following:

The Parties have agreed to implement the following storage reduction schedule shown in the table below for Commissions' units of Equipment stored at Washington Terminal.

Current Total Units	Units to Reduce	Reduction Completion Date **	Unit total upon reduction
91	14	January 1, 2026 (interim)	77
77	15	July 1, 2026 (interim)	62
62	15	January 1, 2027 *(Milestone)	47
47	15	July 1, 2027(interim)	32
32	15	January 1, 2028 (interim)	17
17	17	December 31, 2028 (Milestone)	0

- *Beginning January 1, 2027, VRE trainsets can only be stored on the following tracks:
 - VRE 1, VRE 2, 1 Storage, 2 Repair and the West Wye Lead.

** Amtrak may, upon not less than sixty (60) days written notice to VRE, seek to accelerate interim unit reduction quantities based on Amtrak operating and project needs currently in development. Any such acceleration would be without impact to milestone unit reduction dates and totals. Further, any modification to the above schedule, whether interim or milestone unit reduction dates and totals, shall require the mutual written agreement of both Parties.

5. Section 4.5, as amended previously by Amendment 2, is replaced in its entirety as follows:

4.5. VRE Passengers on Amtrak Trains. Amtrak will honor VRE tickets on certain Amtrak trains in accordance with **Exhibit 4**. As provided in section 5.9, upon verbal request from Commissions, other Amtrak trains may make special stops and/or pick up Commissions' passengers affected by a VRE Service disruption.

4.5.1 Amtrak Passengers on VRE Trains. The Parties agree that that it may be beneficial to allow Amtrak passengers to ride VRE trains. Parties shall discuss whether a separate amendment to implement this service is desirable.

6. Section 4.7 is hereby modified to update the dedicated support personnel as follows:

- Trainmaster (1)
- Senior Operations Manager (1)
- Sr. Space & Equipment Control Analyst (1)
- Station Manager (1)
- Financial Analyst (0.5)
- Senior Project Manager (0.5)

7. Section 5.1 is hereby deleted in its entirety and replaced with the following:

5.1. Washington Terminal Usage Fee. Commissions shall pay Amtrak an annual fee for operation of VRE trains at Washington Terminal as provided for under the Policy which is comprised of the following:

- Maintenance of Way
- Transportation
- Police
- Stations
- Baseline Capital Cost

In the event the Policy is not in effect, Amtrak shall continue to perform services and provide access in accordance with this Agreement and the Commissions shall continue to pay Amtrak the most recent year NEC Cost Allocation indexed to current levels in accordance with Section 5.17 and the Parties shall confer promptly to negotiate reasonable compensation for services rendered under this Agreement with final written agreement on the revised terms of compensation occurring no later than eighteen (18) months following that in which the Policy ceases to be in effect.

8. Section 5.2 is hereby deleted in its entirety and replaced with the following:

Mutually Agreed Station Capital Costs. Commissions may, by written agreement with Amtrak, agree to pay additional amounts beyond the Baseline Capital Cost as a contribution towards capital improvements at Washington Union Station that VRE determines will jointly benefit VRE's commuter rail service.

9. In Section 5.3, the annual fee of \$137,121 that Amtrak shall pay Commissions for use of station facilities owned, leased, or operated by the Commissions is replaced with \$173,221.

10. Sections 5.4 and 5.4.1 are hereby deleted in their entirety and replaced with the following:

5.4 Washington Terminal Mid-Day Storage Fee. Commissions shall pay Amtrak an annual fee of \$25,448 per unit for the right to mid-day storage of a maximum number of ninety-one (91) units of Equipment at Washington Terminal as specified in Section 1.2. The daily storage fee for additional units of Equipment beyond ninety-one (91) permitted to be stored on a temporary emergency basis described in Section 1.2.1 shall be one hundred dollars and ninety-eight cents (\$100.98) per unit per day.

5.4.1 Pursuant to Section 1.2, for each day that Commissions store Equipment in excess of ninety-one (91) units at Washington Terminal during the day on weekdays between the morning and evening VRE Service set forth in the Schedules in Exhibit 2, Commissions agree to reimburse Amtrak at the rate of one hundred dollars and ninety-eight cents (\$100.98) per unit per day if the total number of units stored by Commissions at Washington Terminal exceeds ninety-one (91) units on that day.

11. Section 5.5 is hereby deleted in its entirety and replaced with the following:

5.5. Routine Maintenance of Equipment and Yard Movements. Commissions shall pay Amtrak an annual fee of \$2,934,923 for providing the routine maintenance of equipment and yard movement services described in Sections 4.1 and 4.2. This fee is made up of the following:

- Coach Cleaners \$571,006
- Transportation Personnel \$990,197
- Mechanical Personnel \$1,373,720
(including a foreman III, a machinist, and 2 electricians)

In addition, Commissions shall pay Amtrak an hourly rate of \$253.36 for each actual hour of overtime in excess of four (4) hours of overtime incurred by the Transportation Personnel in the performance of yard movement services. It is understood that four (4) hours of overtime is already included in the annual fee for the Transportation Personnel.

12. In Section 5.7, the labor cost flat rate of \$129.89 per hour of straight time worked is replaced with \$183.45 per hour and the labor cost flat rate of \$170.80 per hour over-time worked is replaced with \$253.36.

13. In Section 5.7.1, the rate of \$80.00 per unit washed is replaced with \$199.47 per unit washed.

14. In Section 5.9, the rate of \$14.26 that Commissions shall pay Amtrak for each VRE Service passenger carried on Amtrak trains using VRE multi-ride tickets is replaced with \$16.71; the rate of \$2,500 per peak period occurrence is replaced with \$3790; and the rate of \$625 per non-peak occurrence is replaced with \$947.

15. In Section 5.10, the \$3,260 cost of Amtrak conductor and engineer qualification is replaced with \$3,760.

16. Section 5.17 is deleted in its entirety and replaced with the following:

5.17. Cost and Price Changes. The dollar amounts in Sections 5.2 through 5.5, 5.7, 5.9, and 5.10 shall be adjusted July 1 of each year based on the percentage change in 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 2025. The 2025 first quarter index value is 651.3. The first adjustment will be made effective July 1, 2026.

17. Section 9.3 is hereby deleted in its entirety and replaced with the following:

9.3. Reports Submitted by Commissions' Operator. Upon thirty (30) days' advance written request, the following reports, which Commissions shall require to be submitted to Commissions by Commissions' Operator, shall be submitted to Amtrak.

- Preliminary Report, Interim Report, and Final Incident/Accident Report for incidents in Washington Terminal
- Quarterly Results of Drug and Alcohol Tests
- Quarterly Fitness for Duty Checks
- System Safety Program Plan and updates
- Emergency Preparedness Plan
- Emergency Response Plan
- Contingency Plan
- Drug-free workplace policy
- Full investigative report, unless privileged, as a result of any applicable incident for incidents in Washington Terminal

18. Section 11.B.(1) is hereby deleted in its entirety and replaced with the following:

- (1) A policy or policies of liability insurance as defined in § 33.2-1927 of the Code of Virginia, with per occurrence and annual aggregate limits of no less than a combined single limit for bodily injury and property damage liability that is the sum of the statutory limit described in 49 U.S.C. § 28103 (Required Insurance), covering the liability assumed by Commissions under Section 11(A) hereof, and

with Amtrak Indemnitees (as defined in Section 11(A) hereof) designated as additional insureds. As of the date of execution of this Agreement, the insurance under 49 U.S.C. § 28103 was \$323 Million Dollars. Such liability insurance may consist, in whole or in part, of a program of self-insurance approved and administered by the Division of Risk Management for the Commonwealth of Virginia ("DRM") for up to \$10,000,000, with the balance of coverage each occurrence excess of the \$10,000,000 self-insured retention) to be obtained through commercial insurance.

All insurance policies shall provide liability insurance covering the liabilities assumed by Commissions under Section 11(A) of this Agreement and shall be endorsed to provide that the insurance company will give Amtrak not less than thirty (30) days prior written notice if the policies are to be terminated or modified during the term of this Agreement. Commissions shall provide Amtrak with copies of all commercial insurance policies, including all current endorsements, carried by Commissions pursuant to this Section, and a copy of all agreements, including amendments thereto, between Commissions and DRM relating to the coverage, structure, administration and funding of Commissions' insurance program.

If, at any time, the insurance limits, due to accrual or setting of reserves for claims, payment of claims, or by operation of an aggregate limits provision, or otherwise, applicable to the liabilities assumed by Commissions under Section 11(A) fall below 80% of the Required Insurance each occurrence, or if the types of risk covered by such insurance are changed, notice of such fact shall be given promptly to Commissions and to Amtrak by DRM. If Commissions fail within thirty (30) days to restore the available insurance limits to a level of at least Required Insurance each occurrence or to restore the types of risk covered, all VRE Service in Washington Terminal under this Agreement shall, upon request of Amtrak, immediately cease and shall not be resumed until the full Required Insurance each occurrence in insurance limits has been obtained and the types of risk covered are restored.

1. In accordance with § 2.2-1839 of the Code of Virginia, DRM has established the Northern Virginia and Potomac and Rappahannock Transportation Commissions Commuter Rail Operations Liability Insurance Plan (the "Plan"), which was previously provided to Amtrak, to cover the liabilities assumed by Commissions under Section 11.A. hereof. The Plan is and shall be maintained by Commissions and administered by DRM in accordance with § 33.2-1919 of the Code of Virginia as amended and constitutes a "liability policy" for the purposes of that Section and § 33.2-1927 of the Code of Virginia as amended.

If, at any time, the Plan is not adequately funded in accordance with the requirements of this Agreement, as determined by DRM, notice of such fact shall be given promptly to Commissions and Amtrak by DRM, and if Commissions fail within thirty (30) days to adequately fund the Plan, the obligations of Amtrak under this Agreement shall, upon request of Amtrak, cease until such funding is provided.

Amtrak shall give notice to DRM and to the Commissions as soon as reasonably practicable whenever Amtrak or WTC receives credible notice from any party that it is the intention of such party to hold Amtrak and/or WTC responsible for an incident for which the Commissions are potentially liable under Section 11.A.

Amtrak and WTC each agree to cooperate in the defense of claims of which it gives DRM and Commissions notice hereunder and to execute all documents reasonably required to enable DRM to recover amounts paid by DRM on behalf of the Commissions to persons other than Amtrak or WTC.

19. Exhibit 1, Exhibit 2, Exhibit 3, and Exhibit 4 are replaced in their entirety with the exhibits attached hereto under Addendum A.


20. Except as specifically set forth in this Amendment, the terms and conditions of the Agreement remain unmodified and in full force and effect.

21. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of a signature page to this Amendment by facsimile or pdf shall be effective as delivery of a manually executed counterpart of this Amendment.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment Number 3 to the Agreement to be executed by their duly authorized representatives.

(Signature pages follow)

NATIONAL RAILROAD PASSENGER CORPORATION

By: 
Name: Roger Harris
Title: President, Amtrak
Date: 6/11/2025

and

NORTHERN VIRGINIA TRANSPORTATION CORPORATION
and
POTOMAC AND RAPPAHANNOCK TRANSPORTATION
COMMISSION

By: **Rich Dalton** Digitally signed by Rich Dalton
Date: 2025.06.10 11:08:19 -04'00'
Name: Rich Dalton
Title: Chief Executive Officer, VRE
Date: _____

VRE ACCESS AGREEMENT EXHIBIT 1

EXHIBIT 1

Washington Terminal Company stock is owned 100 percent by Amtrak. As of [INSERT DATE OF EXHIBIT 1], WTC directors and officers are as follows:

WTC Directors

Shawn Gordon

Gretchen M. Kostura

Thomas F. Moritz

David J. Handera

Nicholas J. Croce

WTC Officers

President – Shawn Gordon

Corporate Secretary - Andres T. Zambrano

Assistant Secretary – Vacant

General Counsel – Vincent R. Brotski

Treasurer – Nathan A. MacIver

Chief Engineer – Nicholas J. Croce

Real Estate Agent – Vacant

General Manager – Michael Carrino

EXHIBIT 2

Fredericksburg Line								
Northbound								
Days of Operation	M-F	M-F	M-F	M-F	M-F	M-F	M-F	M-F
	300	302	304	306	308	310	312	314
		S		S		S		S
Spotsylvania	4:52 AM	5:06 AM	5:21 AM	5:41 AM	6:01 AM	6:26 AM	7:06 AM	7:46 AM
Fredericksburg	5:03	5:17	5:32	5:52	6:12	6:37	7:17	7:57
Leeland Road	5:10	5:24	5:39	5:59	6:19	6:44	7:24	8:04
Brooke	5:16	5:30	5:45	6:05	6:25	6:50	7:30	8:10
Quantico		5:42	5:57	6:17	6:37	7:02	7:42	8:22
Rippon		5:51	6:06	6:26	6:46	7:11	7:51	8:31
Woodbridge	5:38	5:58	6:13	6:33	6:53	7:18	7:58	8:38
Lorton		6:05	6:20	6:40	7:00	7:25	8:05	8:45
Franconia/Springfield (L)		6:13	6:28	6:48	7:08	7:33	8:13	8:53
Alexandria (L)	6:01	6:25	6:40	7:00	7:20	7:45	8:25	9:05
Crystal City (L)	6:14	6:34	6:49	7:09	7:29	7:54	8:34	9:14
L'Enfant (L)	6:22	6:42	6:57	7:17	7:37	8:02	8:42	9:22
Union Station	6:30 AM	6:50 AM	7:05 AM	7:25 AM	7:45 AM	8:10 AM	8:50 AM	9:30 AM

(S) = Special schedules for holidays and snow days

(L) = Indicates train may depart when station work is completed, regardless of scheduled time.

Fredericksburg Line								
Southbound								
Days of Operation	M-F	M-F	M-F	M-F	M-F	M-F	M-F	M-F
	301	303	305	307	309	311	313	315
	S		S		S		S	
Union Station	1:00 PM	2:40 PM	3:30 PM	4:00 PM	4:40 PM	5:20 PM	6:10 PM	6:50 PM
L'Enfant	1:08	2:48	3:38	4:08	4:48	5:28	6:18	6:58
Crystal City	1:15	2:55	3:45	4:15	4:55	5:35	6:25	7:05
Alexandria	1:23	3:03	3:53	4:23	5:03	5:43	6:33	7:13
Franconia/Springfield	1:34	3:14	4:04	4:34	5:14	5:54	6:44	7:24
Lorton	1:41	3:21	4:11	4:41	5:21	6:01	6:51	7:31
Woodbridge	1:49	3:29	4:19	4:49	5:29	6:09	6:59	7:39
Rippon	1:55	3:35	4:25	4:55	5:35	6:15	7:05	7:45
Quantico	2:05	3:45	4:35	5:05	5:45	6:25	7:15	7:55
Brooke (L)	2:19	3:59	4:49	5:19	5:59	6:39	7:29	8:09
Leeland Road (L)	2:28	4:08	4:58	5:28	6:08	6:48	7:38	8:18
Fredericksburg (L)	2:36	4:16	5:06	5:36	6:16	6:56	7:46	8:26
Spotsylvania	2:47 PM	4:27 PM	5:17 PM	5:47 PM	6:27 PM	7:07 PM	7:57 PM	8:37 PM

(S) = Special schedules for holidays and snow days

(L) = Indicates train may depart when station work is completed, regardless of scheduled time.

Manassas Line								
Northbound								
Days of Operation	M-F	M-F	M-F	M-F	M-F	M-F	M-F	M-F
	322	324	326	328	330	332	336	338
		S		S	S	S		
Broad Run	5:01 AM	5:21 AM	5:56 AM	6:16 AM	7:21 AM	8:01 AM	3:38 PM	5:10 PM
Manassas	5:09	5:29	6:04	6:24	7:29	8:09	3:46	5:18
Manassas Park	5:15	5:35	6:10	6:30	7:35	8:15	3:52	
Burke Centre	5:29	5:49	6:24	6:44	7:49	8:29	4:06	
Rolling Road	5:34	5:54	6:29	6:49	7:54	8:34		
Backlick Road	5:42	6:02	6:37	6:57	8:02	8:42		
Alexandria (L)	5:55	6:15	6:50	7:10	8:15	8:55	4:32	6:04
Crystal City (L)	6:04	6:24	6:59	7:19	8:24	9:04		
L'Enfant (L)	6:12	6:32	7:07	7:27	8:32	9:12		
Union Station	6:20 AM	6:40 AM	7:15 AM	7:35 AM	8:40 AM	9:20 AM	4:57 PM	6:29 PM

(S) = Special schedules for holidays and snow days

(L) = Indicates train may depart when station work is completed, regardless of scheduled time.

Manassas Line								
Southbound								
Days of Operation	M-F	M-F	M-F	M-F	M-F	M-F	M-F	M-F
	321	325	327	329	331	333	335	337
		S	S		S		S	
Union Station	6:35 AM	1:15 PM	3:20 PM	4:10 PM	5:10 PM	5:30 PM	6:00 PM	7:00 PM
L'Enfant		1:23	3:28	4:18	5:18	5:38	6:08	7:08
Crystal City		1:30	3:35	4:25	5:25	5:45	6:15	7:15
Alexandria	6:52	1:38	3:43	4:33	5:33	5:53	6:23	7:23
Backlick Road		1:49	3:54	4:44	5:44	6:04	6:34	7:34
Rolling Road (L)		1:57	4:02	4:52	5:52	6:12	6:42	7:42
Burke Centre (L)		2:03	4:08	4:58	5:58	6:18	6:48	7:48
Manassas Park (L)		2:17	4:22	5:12	6:12	6:32	7:02	8:02
Manassas (L)	7:37	2:24	4:29	5:19	6:19	6:39	7:09	8:09
Broad Run	7:47 AM	2:34 PM	4:39 PM	5:29 PM	6:29 PM	6:49 PM	7:19 PM	8:19 PM

(S) = Special schedules for holidays and snow days

(L) = Indicates train may depart when station work is completed, regardless of scheduled time.

EXHIBIT 3



**VRE/AMTRAK MECHANICAL
REPAIR/OTHER SERVICES
AUTHORIZATION FORM**

ISSUE DATE:
ISSUED BY: VRE
REVISED:

Purpose of Form: This form must be filled out by Amtrak prior to beginning any repair work or other services on VRE equipment.

Instructions: Check the boxes that apply next too the repairs or other services to be performed. Use a separate form for each unit requiring repair or other services.

If repairs or other services are likely to exceed the Maximum Cost listed for each task, a New Maximum Cost must be filled in and submitted to VRE for authorization. **VRE authorization must be received prior to beginning the repair work or other services if a New Maximum Cost is provided.**

	Maximum Cost	New Maximum Cost
Repair(s)/services to be performed	Pre-authorized by VRE:	(requires VRE authorization)
<input type="checkbox"/> Changing a wheel set on a coach	\$4,140	\$ _____
<input type="checkbox"/> Changing a traction motor combo (loco)	\$10,350	\$ _____
<input type="checkbox"/> Air Brake Repair	\$5,520	\$ _____
<input type="checkbox"/> Other Repair (Describe Below)	\$1,380	\$ _____
Description of Other Repair Work: _____		
<input type="checkbox"/> Other Services (Describe Below)	\$ _____	\$ _____
Description of Other Services: _____		

Comments: _____

Name of Amtrak employee completing form: _____ Date: _____

Authorization (if required): VRE signature _____ Date: _____

(*If authorization is provided by e-mail instead of signature, check this box ____ and attach e-mail to this form)

Actual Cost: \$ _____ (to be filled out by Amtrak Finance following completion of work and submitted with invoice)

EXHIBIT 4

VRE PASSENGERS ON AMTRAK TRAINS

The following sets forth the restoration and ongoing operation of the cross honoring arrangement between Amtrak and Commissions to allow VRE passengers to ride certain Amtrak intercity trains which was suspended on July 13, 2020.

1. Commissions may request that Amtrak trains honor VRE tickets by providing sixty (60) days written notice of the request to Amtrak identifying such trains, and if Amtrak is in agreement, Amtrak and Commissions will execute a letter agreement to restore cross honoring on these trains. Only trains operated pursuant to the State Supported Services Agreement between the Virginia Passenger Rail Authority and Amtrak, identified in the table below, are eligible for honoring. Commissions may request subsequent modifications to the cross honoring arrangement through the same procedure described above.

<u>Train No.</u>	<u>Service Between:</u>	<u>Days of Operation</u>
<u>65*</u>	<u>Washington & Fredericksburg</u>	<u>Sa-Su</u>
<u>66#</u>	<u>Manassas & Washington</u>	<u>Daily</u>
<u>67*</u>	<u>Washington & Fredericksburg</u>	<u>M-F</u>
<u>82*</u>	<u>Fredericksburg & Washington</u>	<u>Sa</u>
<u>84*</u>	<u>Fredericksburg & Washington</u>	<u>M-F</u>
<u>85</u>	<u>Washington & Fredericksburg</u>	<u>M-F</u>
<u>86</u>	<u>Fredericksburg & Washington</u>	<u>M-F</u>
<u>87</u>	<u>Washington & Fredericksburg</u>	<u>Sa-Su</u>
<u>88</u>	<u>Fredericksburg & Washington</u>	<u>Sa-Su</u>
<u>93*</u>	<u>Washington & Fredericksburg</u>	<u>M-F</u>
<u>94*</u>	<u>Fredericksburg & Washington</u>	<u>M-F</u>
<u>95*</u>	<u>Washington & Fredericksburg</u>	<u>M-F</u>
<u>96*</u>	<u>Fredericksburg & Washington</u>	<u>Su</u>
<u>99*</u>	<u>Washington & Fredericksburg</u>	<u>Sa-Su</u>
<u>124</u>	<u>Fredericksburg & Washington</u>	<u>Sa-Su</u>
<u>125</u>	<u>Washington & Fredericksburg</u>	<u>M-F</u>
<u>134</u>	<u>Manassas & Washington</u>	<u>M-F</u>
<u>138</u>	<u>Fredericksburg & Washington</u>	<u>M-F</u>
<u>141</u>	<u>Washington & Fredericksburg</u>	<u>M-F</u>
<u>145</u>	<u>Washington & Manassas</u>	<u>Su</u>
<u>147</u>	<u>Washington & Manassas</u>	<u>Sa</u>
<u>151#</u>	<u>Washington & Manassas</u>	<u>Daily</u>
<u>153</u>	<u>Washington & Fredericksburg</u>	<u>Sa-Su</u>

<u>156</u>	<u>Manassas & Washington</u>	<u>Sa-Su</u>
<u>157</u>	<u>Washington & Fredericksburg</u>	<u>Su</u>
<u>158*</u>	<u>Fredericksburg & Washington</u>	<u>Sa-Su</u>
<u>164</u>	<u>Fredericksburg & Washington</u>	<u>Sa-Su</u>
<u>171</u>	<u>Washington & Manassas</u>	<u>M-F</u>
<u>174*^</u>	<u>Fredericksburg & Washington</u>	<u>M-F</u>
<u>186</u>	<u>Fredericksburg & Washington</u>	<u>M-F</u>
<u>194</u>	<u>Fredericksburg & Washington</u>	<u>Sa</u>
<u>195</u>	<u>Washington & Fredericksburg</u>	<u>Sa-Su</u>

*No Service at Woodbridge, VA

^No Service at Quantico, VA

#No Service at Burke Centre, VA

2. Valid tickets include:

- 31-Day Pass or Monthly tickets signed by the passenger and issued for the current month. Amtrak will also honor monthly tickets on the first business day following the month for which they were issued.
- TLC tickets stamped with the current month's date.
- Ten-ride tickets validated with the current date and time. Ten-ride tickets may accommodate multiple passengers with a current validation stamp for each rider.
- Amtrak will not accept single-ride or round-trip tickets, free-ride certificates or other promotional tickets.

3. Commissions will issue a "step-up" ticket to all VRE riders using Amtrak trains only through the VRE Mobile Application. The VRE Mobile Application shall integrate with Amtrak's ticketing system in order to decrement seat availability upon purchase of step-up tickets, which will allow Amtrak to establish limits to prevent overbooking and standing room conditions on Amtrak trains. VRE riders must present this step-up ticket to the Amtrak conductor in conjunction with a valid VRE ticket. Commissions will compensate Amtrak in accordance with the terms contained in **Section 5.9** of this Agreement. Prior to execution of a letter agreement honoring VRE tickets on Amtrak trains, the Parties will work together to ensure that the VRE Mobile Application addresses their respective needs for the "step-up" ticket program, and that issues that may arise after implementation are promptly resolved.

4. Specific trains and specific station stops may be deleted from this arrangement with thirty (30) days written notice to the other Party in advance of the proposed date of change.

5. The arrangement may be cancelled by either Party by giving written notice to the other Party at least 30 days in advance of the proposed cancellation date.

6. Amtrak reserves the right to implement assigned seating for Amtrak passengers on any of its trains. Upon implementation of assigned seating, VRE passengers may be asked to relinquish their seat if it has been assigned to an Amtrak passenger.

AMENDMENT NO. 2

**To
NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK)
And
THE NORTHERN VIRGINIA TRANSPORTATION COMMISSION AND POTOMAC
AND RAPPAHANNOCK TRANSPORTATION COMMISSION

AGREEMENT FOR COMMUTER RAIL PASSENGER SERVICE ACCESS TO
WASHINGTON UNION TERMINAL AND STATION AND STORAGE OF
COMMUTER RAIL PASSENGER EQUIPMENT**

This AMENDMENT No. 2 (hereinafter referred to as the "Amendment") is made effective as of Aug 24, 2022²³, by and between National Railroad Passenger Corporation (hereinafter referred to as Amtrak) and the Northern Virginia Transportation Commission and Potomac and Rappahannock Transportation Commission (hereinafter referred to as the "Commissions" and collectively referred to as "the Parties"), amends the Agreement for Commuter Rail Passenger Service Access to Washington Union Terminal and Station and Storage of Commuter Rail Passenger Equipment dated as of July 1, 2020 between the Parties, as amended by Amendment No. 1 dated October 18, 2021 (hereinafter referred to as the "Agreement"). Capitalized terms not defined herein shall have the meanings set forth in the Agreement.

WHEREAS, Amtrak currently provides Commissions with access to and storage within Washington Terminal for the provision of VRE Service pursuant to the terms and conditions set forth in the Agreement; and

WHEREAS, Commissions currently provide Amtrak with access to and use of certain VRE Station Facilities pursuant to the terms and conditions set forth in the Agreement; and

WHEREAS, Amtrak has requested access to and use of the proposed Crystal City, VA station to be constructed in the future ("Future VRE Crystal City"), and Commissions are willing to agree to grant Amtrak access to and use of the Future VRE Crystal City station, subject to the terms and conditions set forth herein; and

WHEREAS, the Agreement provides that Amtrak will honor VRE tickets on certain Amtrak trains in accordance with Exhibit 4 of the Agreement; and

WHEREAS, such cross honor arrangements between Amtrak and Commissions are currently suspended per the Amtrak letter notice to Commissions dated July 24, 2020; and

WHEREAS, Commissions have requested that certain additional Amtrak trains honor VRE tickets in the future, and Amtrak is willing to consider that certain additional Amtrak trains honor VRE tickets in the future, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and of other good and valuable consideration the sufficiency of which is hereby acknowledged, and incorporating the above recitals, the Parties hereto agree to amend the Agreement as follows:

1. The first sentence of Section 3 of the Agreement is hereby deleted and replaced with the following:

“Amtrak shall, subject to the approval and requirements of the lessor and/or owner, access station facilities owned, leased or controlled by Commissions at the following stations: Future VRE Crystal City, Fredericksburg, Quantico, Woodbridge, Manassas, Alexandria, Burke Centre, and L’Enfant Plaza.”

2. Section 5.3 of the Agreement is hereby deleted and replaced in its entirety with the following:

“5.3. Amtrak Use of VRE Station Facilities. Amtrak shall pay the Commissions an annual fee of \$ \$137,121 for Amtrak’s use of station facilities owned, leased or operated by the Commissions; this includes stations at the Future VRE Crystal City, Alexandria, Woodbridge, Quantico, Fredericksburg, Burke and Manassas, Virginia (collectively, the “VRE Station Facilities”). Amtrak and Commissions will discuss an adjustment to the \$137,121 annual fee at a later date for use of the Future VRE Crystal City. The payments due to the Commissions may be credited against amounts due to Amtrak by the Commissions in Section 5.1. Weekend snow removal costs incurred by VRE contractors at Crystal City, Woodbridge and Quantico are not included in the flat fee identified above and will be separately identified and credited during the monthly reconciliation process described in Section 6.2.”

3. Section 4.5 of the Agreement is hereby modified to add the following sentence at the end of Section 4.5:

“Commissions may also request that the following additional Amtrak trains honor VRE tickets by providing 60 days written notice of the request to Amtrak, and if Amtrak is in agreement, Amtrak and Commissions will execute a letter agreement to add such additional Amtrak trains to Exhibit 4.

<u>Train No.</u>	<u>Service Between:</u>	<u>Days of Operation</u>
65*	Washington & Fredericksburg	Sat-Sun
66#	Manassas & Washington	Daily
67*	Washington & Fredericksburg	Sun-Thurs
82	Fredericksburg & Washington	Sa
84*	Fredericksburg & Washington	Mon-Fri

87	Washington & Fredericksburg	Sa-Su
88	Fredericksburg & Washington	Sa-Su
93*	Washington & Fredericksburg	Mon-Fri
94*	Fredericksburg & Washington	Mon-Fri
95*	Washington & Fredericksburg	Mon-Fri
96*	Fredericksburg & Washington	Su
99*	Washington & Fredericksburg	Sa-Su
124	Fredericksburg & Washington	Sa-Su
138	Fredericksburg & Washington	Mon-Fri
145	Washington to Manassas	Su
147	Washington to Manassas	Sa
151#	Washington & Manassas	Daily
153	Washington & Fredericksburg	Sa-Su
156	Manassas to Washington	Sa-Su
157	Washington to Fredericksburg	Su
158*	Fredericksburg & Washington	Sa-Su
164	Fredericksburg & Washington	Sa-Su
174*^	Fredericksburg & Washington	Mon-Fri
185	Washington & Fredericksburg	Mon-Fri
186	Fredericksburg & Washington	Mon-Fri
194*	Fredericksburg & Washington	Mon-Fri
195	Washington & Fredericksburg	Sa-Su

Note:

* No service at Woodbridge, VA

^ No service at Quantico, VA

No service at Burke Centre, VA

4. Except as specifically set forth in this Amendment, the terms and conditions of the Agreement remain unmodified and in full force and effect.

5. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of a signature page to this Amendment by facsimile or pdf shall be effective as delivery of a manually executed counterpart of this Amendment.

(This space intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment Number 2 to the Agreement to be executed by their duly authorized representatives.

NATIONAL RAILROAD PASSENGER CORPORATION

By: Thomas Moritz
Name: Tom Moritz
Title: AVP Infrastructure Access & Investment
Date: May 24, 2023

and

NORTHERN VIRGINIA TRANSPORTATION CORPORATION

By: Rich Dalton
Name: Rich Dalton
Title: Chief Executive Officer, VRE
Date: August 18, 2022

and

POTOMAC AND RAPPAHANNOCK TRANSPORTATION
COMMISSION

By: Rich Dalton
Name: Rich Dalton
Title: Chief Executive Officer, VRE
Date: August 18, 2022

AMENDMENT NO. 1

**To
NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK)
And
THE NORTHERN VIRGINIA TRANSPORTATION COMMISSION AND POTOMAC
AND RAPPAHANNOCK TRANSPORTATION COMMISSION**

**AGREEMENT FOR COMMUTER RAIL PASSENGER SERVICE ACCESS TO
WASHINGTON UNION TERMINAL AND STATION AND STORAGE OF
COMMUTER RAIL PASSENGER EQUIPMENT**

This AMENDMENT No. 1 (hereinafter referred to as the "Amendment") is made effective as of October 18~~th~~, 2021, by and between National Railroad Passenger Corporation (hereinafter referred to as Amtrak) and the Northern Virginia Transportation Commission and Potomac and Rappahannock Transportation Commission (hereinafter referred to as the "Commissions") and collectively referred to as "the Parties" amends the Agreement for Commuter Rail Passenger Service Access to Washington Union Terminal and Station and Storage of Commuter Rail Passenger Equipment dated as of July 1, 2020 between the Parties (hereinafter referred to as the "Agreement"). Capitalized terms not defined herein shall have the meanings set forth in the Agreement.

WHEREAS, Amtrak currently provides Commissions with access to and storage within Washington Terminal for the provision of VRE Service pursuant to the terms and conditions set forth in the Agreement; and

WHEREAS, Commissions have requested changes in the Schedules, and Amtrak is willing to agree to the change in the Schedules, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and of other good and valuable consideration the sufficiency of which is hereby acknowledged, and incorporating the above recitals, the Parties hereto agree to amend the Agreement as follows:

1. In accordance with Section 1.1 of the Agreement, the Parties agree to changes in the Schedules, effective October 18, 2021, and such changes are set forth in the attached revised Exhibit 2 to the Agreement which hereby replaces the existing Exhibit 2 to the Agreement.

2. Except as specifically set forth in this Amendment, the terms and conditions of the Agreement remain unmodified and in full force and effect.

3. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an

original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of a signature page to this Amendment by facsimile or pdf shall be effective as delivery of a manually executed counterpart of this Amendment.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment Number 1 to the Agreement to be executed by their duly authorized representatives.

NATIONAL RAILROAD PASSENGER CORPORATION

By: Thomas Moritz
Name: Tom Moritz
Title: AVP Infrastructure Access & Investment
Date: October 12, 2021

and

NORTHERN VIRGINIA TRANSPORTATION CORPORATION

By: Rich Dalton
Name: Rich Dalton
Title: Chief Executive Officer, VRE
Date: October 13, 2021

and

POTOMAC AND RAPPAHANNOCK TRANSPORTATION
COMMISSION

By: Rich Dalton
Name: Rich Dalton
Title: Chief Executive Officer, VRE
Date: October 13, 2021

EXHIBIT 2-SCHEDULES
(revised as of October 18, 2021)

Manassas Line-Effective October 18, 2021								
North								
Days of Operation	M-F	M-F	M-F	M-F	M-F	M-F	M-F	M-F
	322	324	326	328	330	332	336	338
		S		S	S	S		
Broad Run	5:01 AM	5:21 AM	5:56 AM	6:16 AM	7:21 AM	8:01 AM	3:38 PM	5:10 PM
Manassas	5:09	5:29	6:04	6:24	7:29	8:09	3:46	5:18
Manassas Park	5:15	5:35	6:10	6:30	7:35	8:15	3:52	
Burke Centre	5:29	5:49	6:24	6:44	7:49	8:29	4:06	
Rolling Road	5:34	5:54	6:29	6:49	7:54	8:34		
Backlick Road	5:42	6:02	6:37	6:57	8:02	8:42		
Alexandria (L)	5:55	6:15	6:50	7:10	8:15	8:55	4:32	6:04
Crystal City (L)	6:04	6:24	6:59	7:19	8:24	9:04		--
L'Enfant (L)	6:12	6:32	7:07	7:27	8:32	9:12		--
Union Station	6:20 AM	6:40 AM	7:15 AM	7:35 AM	8:40 AM	9:20 AM	4:57 PM	6:29 PM
L'Enfant Storage*	--	--	--	7:49	--	--	--	--

Manassas Line-Effective October 18, 2021								
South								
Days of Operation	M-F	M-F	M-F	M-F	M-F	M-F	M-F	M-F
	321	325	327	329	331	333	335	337
		S		S		S	S	
L'Enfant Storage**	--	--	2:50	--	--	--	--	--
Union Station	6:35 AM	1:15 PM	3:20 PM	4:10 PM	5:10 PM	5:30 PM	6:00 PM	7:00 PM
L'Enfant		1:23	3:28	4:18	5:18	5:38	6:08	7:08
Crystal City		1:30	3:35	4:25	5:25	5:45	6:15	7:15
Alexandria	6:52	1:38	3:43	4:33	5:33	5:53	6:23	7:23
Backlick Road		1:49	3:54	4:44	5:44	6:04	6:34	7:34
Rolling Road (L)		1:57	4:02	4:52	5:52	6:12	6:42	7:42
Burke Centre (L)		2:03	4:08	4:58	5:58	6:18	6:48	7:48
Manassas Park (L)		2:17	4:22	5:12	6:12	6:32	7:02	8:02
Manassas (L)	7:37	2:24	4:29	5:19	6:19	6:39	7:09	8:09
Broad Run	7:47 AM	2:34 PM	4:39 PM	5:29 PM	6:29 PM	6:49 PM	7:19 PM	8:19 PM

(S) = Special schedules for holidays and snow days

(L) = Indicates train may depart when station work is completed, regardless of scheduled time.

Fredericksburg Line - Effective October 18, 2021

North								
Days of Operation	M-F	M-F	M-F	M-F	M-F	M-F	M-F	M-F
	300	302	304	306	308	310	312	314
	S			S		S		S
Spotsylvania	4:52 AM	5:06 AM	5:21 AM	5:41 AM	6:01 AM	6:26 AM	7:06 AM	7:46 AM
Fredericksburg	5:03	5:17	5:32	5:52	6:12	6:37	7:17	7:57
Leeland Road	5:10	5:24	5:39	5:59	6:19	6:44	7:24	8:04
Brooke	5:16	5:30	5:45	6:05	6:25	6:50	7:30	8:10
Quantico		5:42	5:57	6:17	6:37	7:02	7:42	8:22
Rippon		5:51	6:06	6:26	6:46	7:11	7:51	8:31
Woodbridge	5:38	5:58	6:13	6:33	6:53	7:18	7:58	8:38
Lorton		6:05	6:20	6:40	7:00	7:25	8:05	8:45
Franconia/Springfield		6:13	6:28	6:48	7:08	7:33	8:13	8:53
Alexandria	6:05	6:25	6:40	7:00	7:20	7:45	8:25	9:05
Crystal City (L)	6:14	6:34	6:49	7:09	7:29	7:54	8:34	9:14
L'Enfant (L)	6:22	6:42	6:57	7:17	7:37	8:02	8:42	9:22
Union Station	6:30 AM	6:50 AM	7:05 AM	7:25 AM	7:45 AM	8:10 AM	8:50 AM	9:30 AM

Fredericksburg Line - Effective October 18, 2021

South								
Days of Operation	M-F	M-F	M-F	M-F	M-F	M-F	M-F	M-F
	301	303	305	307	309	311	313	315
	S		S		S		S	
Union Station	1:00 PM	2:40 PM	3:30 PM	4:00 PM	4:40 PM	5:20 PM	6:10 PM	6:50 PM
L'Enfant	1:08	2:48	3:38	4:08	4:48	5:28	6:18	6:58
Crystal City	1:15	2:55	3:45	4:15	4:55	5:35	6:25	7:05
Alexandria	1:23	3:03	3:53	4:23	5:03	5:43	6:33	7:13
Franconia/Springfield	1:34	3:14	4:04	4:34	5:14	5:54	6:44	7:24
Lorton	1:41	3:21	4:11	4:41	5:21	6:01	6:51	7:31
Woodbridge	1:49	3:29	4:19	4:49	5:29	6:09	6:59	7:39
Rippon	1:55	3:35	4:25	4:55	5:35	6:15	7:05	7:45
Quantico	2:05	3:45	4:35	5:05	5:45	6:25	7:15	7:55
Brooke (L)	2:19	3:59	4:49	5:19	5:59	6:39	7:29	8:09
Leeland Road (L)	2:28	4:08	4:58	5:28	6:08	6:48	7:38	8:18
Fredericksburg (L)	2:36	4:16	5:06	5:36	6:16	6:56	7:46	8:26
Spotsylvania	2:47 PM	4:27 PM	5:17 PM	5:47 PM	6:27 PM	7:07 PM	7:57 PM	8:37 PM

(S) = Special schedules for holidays and snow days

(L) = Indicates train may depart when station work is completed, regardless of scheduled time.

FINAL

AGREEMENT BETWEEN
NATIONAL RAILROAD PASSENGER CORPORATION
AND
THE NORTHERN VIRGINIA TRANSPORTATION COMMISSION AND
POTOMAC AND RAPPAHANNOCK TRANSPORTATION COMMISSION
FOR
COMMUTER RAIL PASSENGER SERVICE ACCESS TO
WASHINGTON UNION TERMINAL AND STATION
AND
STORAGE OF COMMUTER RAIL PASSENGER EQUIPMENT

Dated: July 1, 2020

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FINAL

**AGREEMENT BETWEEN
NATIONAL RAILROAD PASSENGER CORPORATION
AND
THE NORTHERN VIRGINIA TRANSPORTATION COMMISSION AND
POTOMAC AND RAPPAHANNOCK TRANSPORTATION COMMISSION

FOR COMMUTER RAIL PASSENGER SERVICE ACCESS TO
WASHINGTON UNION TERMINAL AND STATION
AND STORAGE OF COMMUTER RAIL PASSENGER EQUIPMENT**

Dated as of July 1, 2020

This Agreement (“Agreement”), effective the 1st day of July 2020, is between the National Railroad Passenger Corporation, a corporation organized under the Rail Passenger Service Act (§ 24101 et seq. of Title 49 of the United States Code) and the laws of District of Columbia, with a principal place of business at 1 Massachusetts Avenue, N.W., Washington, DC 20001 (hereinafter referred to as “Amtrak”) and the Northern Virginia Transportation Commission and Potomac and Rappahannock Transportation Commission, bodies politic and corporate and political subdivisions of the Commonwealth of Virginia, established under the provisions of the Transportation District Act of 1964, as amended and having principal places of business at 4350 North Fairfax Drive, Suite 720, Arlington, VA 22203, and 14700 Potomac Mills Road, Woodbridge, VA 22192, respectively, (hereinafter referred to as the “Commissions”). In executing this Agreement, Amtrak is acting on its own behalf and on behalf of its subsidiary, the Washington Terminal Company (hereinafter referred to as “WTC” and detailed in **Exhibit 1**).

WITNESSETH

WHEREAS, Commissions are duly authorized to enter into agreements for purchase or operation of transportation services; and

WHEREAS, Commissions desire to operate Virginia Railway Express commuter rail passenger service on property owned, leased or controlled by Amtrak and WTC within Washington, DC and at Washington Union Station (hereinafter collectively referred to as “Washington Terminal”); and

WHEREAS, Commissions desire to store Virginia Railway Express commuter rail passenger service equipment within Washington Terminal; and

WHEREAS, Amtrak, on its own behalf and on behalf of its subsidiary WTC, is willing to provide Commissions access to and storage within the Washington Terminal for compensation; and

WHEREAS, Section 212 of the Passenger Rail Investment and Improvement Act (“PRIIA”), Pub. L. No. 110-432, 122 Stat. 4921 (2008), directs the Northeast Corridor Infrastructure and Operations Advisory Commission (“NEC Commission”) to develop a standardized formula for determining and allocating costs, revenues, and compensation for Northeast Corridor commuter rail passenger transportation that uses Amtrak facilities or services or that provides facilities or services to Amtrak; and

WHEREAS, On December 17, 2014, the NEC Commission adopted a Northeast Corridor Commuter and Intercity Rail Cost Allocation Policy which was originally approved September 17, 2015, effective October 1, 2015 (as amended through June 19, 2019, effective October 1, 2019, the “Policy”); and

WHEREAS, to fulfill the parties’ obligation to implement an agreement for usage of facilities or services based on the Policy, the parties are entering into this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions and covenants contained herein, the parties hereto agree as follows:

1. Use of Washington Terminal.

Amtrak hereby permits operation of Virginia Railway Express commuter rail passenger service (“VRE Service”) by Commissions in Washington Terminal in accordance with the terms hereof and at the service levels set forth in **Exhibit 2**. Amtrak will facilitate the operation of the VRE Service in a safe, efficient, and reliable manner. The parties desire to have Commissions’ trains operate at a high level of on-time performance.

1.1. Schedules of VRE Service. VRE Service shall be operated on schedules agreed upon by the parties. The schedules for VRE Service, as such may be revised from time to time in the manner set forth in Section 1.1.1 below, are set forth in **Exhibit 2** to this Agreement (“Schedules”). The consist of each VRE Service train shall have sufficient power in relation to the weight of the train to ensure reliable operation based on agreed upon Schedules.

1.1.1. Requested Schedule Changes. Commissions, through its VRE Chief Executive Officer, may request changes in the Schedules in writing, and Amtrak will make every reasonable effort to agree to and implement such revised Schedules in a timely fashion. Amtrak will confirm whether it agrees with such changes in writing after reviewing schedule changes internally. Changes to the Schedules requested by VRE Chief Executive Officer and agreed to by Amtrak shall be set forth in a revised Exhibit 2 to this Agreement. Revised Schedules shall not interfere with other scheduled service and must be capable of being adhered to with a high degree of reliability. In order to keep Commissions informed and to give Commissions a reasonable opportunity to consider adjustments it may wish to make to the Schedules, Amtrak shall advise

Commissions at the earliest possible date of anticipated changes in the Schedules of other passenger trains operating in Washington Terminal during the time periods and on the days when VRE Service is operated. Not more than twice annually, Amtrak may require Commissions to revise the VRE Service Schedules, upon ninety (90) days written notice, to the extent reasonably necessary to avoid conflicts with other rail passenger service at Washington Terminal. In situations where ninety (90) days cannot be provided due to an emergency or unforeseen circumstance, Amtrak will notify the VRE Chief Executive Officer in writing as soon as possible and Commissions will use its best efforts to cooperate with Amtrak to effect the change in the time period identified by Amtrak. Changes to the Schedules required by Amtrak shall be set forth in a revised Exhibit 2 to this Agreement.

1.1.2. Service Disruptions. In the event of a service disruption caused by either party with the potential to adversely affect the VRE Service or other operations at Washington Terminal the parties shall notify each other of the potential or actual disruption as soon as possible. Within one week following a service disruption, Amtrak will provide a detailed report on the cause of any train delays of thirty (30) minutes or more occurring in Washington Terminal. On a quarterly basis, VRE's Chief Executive Officer and Amtrak's Assistant Vice President Southeast Division or his designee will meet to review on time performance, dispatching performance, and service disruptions.

The parties acknowledge that consistent adherence to Schedules and the operation of properly maintained rolling stock is critical to the performance of rail operations in Washington Terminal, including intercity passenger rail, commuter rail and freight rail.

Incidences of operating rules violations or VRE Service Equipment failures which negatively impact terminal operations are not acceptable.

Amtrak and Commissions agree that three or more VRE Service Equipment failures adversely affecting Washington Terminal operations, other than those caused by Amtrak, or two operating rules violations within Washington Terminal within any six month period, will represent a failure of Commissions to meet their material obligations under this Agreement. In order to cure such default, as required in Section 13.1, Commissions shall, within thirty (30) days of the last failure or violation, identify the cause(s) and potential remedies of such failures or violations, and commence to address the cause of such failures or violations to prevent recurrence thereof and diligently complete thereafter. In the event additional failures or violations do recur within ninety (90) days of the last failure or violation, Amtrak shall have the unilateral right to take all actions that it deems necessary to restore reliable on time performance and correct any unsafe operating practices or conditions, including but not limited to, removing from VRE Service specific units of VRE Service Equipment in accordance with Section 1.4, prohibiting or removing from VRE Service employee(s) of Commissions or its contractors in accordance with Section 1.3.4, immediately suspending this Agreement, or implementing other remedies agreed to by both parties. If a VRE Service Equipment failure is caused by an Amtrak disruption adversely affecting Washington Terminal operations, such VRE Service Equipment failure will not be counted.

1.1.3. Special Trains and Test Trains. Commissions may request permission to operate additional VRE Service trains using Commissions' owned or leased Equipment on a special basis or for test purposes. Unless otherwise agreed, such request

shall be made in writing not less than thirty (30) days prior to the date a special train is to operate and not less than thirty (30) days prior to the date a test train is to operate.

Amtrak shall make every reasonable effort to permit operation of such special and test trains, provided that the operation thereof shall not unreasonably interfere with existing train operations in Washington Terminal, and provided that the parties have agreed in writing that Commissions will pay Amtrak the reasonable costs of such operation to the extent not otherwise covered herein. The operation of trains for the purpose of qualifying Commissions' contractor's employees shall be considered special trains for the purpose of this paragraph, and part of VRE Service for purposes of the allocation of liability provisions in Section 11.

1.1.4. Facility Constraints. The parties agree that capacity in Washington Terminal is severely constrained at present and must be carefully managed to maintain current service levels for all operations, and that they will jointly evaluate the available facilities, the impacts of existing services on efficient and reliable operations of all parties, and the potential need for improved facilities to accommodate increased or modified service that may be requested by Commissions and other parties in the future. No increase in VRE Service beyond current levels will be allowed without a written amendment to this Agreement. Access into and out of Washington Union Terminal for the New Fredericksburg Line Train commenced on November 30, 2015 and shall terminate upon termination of this Agreement. At any time during the term of this Agreement, Amtrak reserves the right to adjust the New Fredericksburg Line Train's schedules and, if necessary, rescind this authorization for the New Fredericksburg Line

Train if Amtrak service needs require additional capacity. Concerning the rescission of authorization, the following process shall be adhered to:

(i) Amtrak will provide written notification to Commissions that it is unable to meet the capacity needs of the New Fredericksburg Line Train and that the New Fredericksburg Line Train is at risk of rescission.

(ii) Following such written notice, the Parties will meet and attempt to mitigate any capacity constraints through further schedule adjustments, in addition to those referenced in Section 1.1.1 above.

(iii) If within 90 days, the Parties are unable to address these capacity constraints through further schedule adjustments, then Amtrak may provide a written “Notification of Rescission” to Commissions which will take effect no less than twelve (12) months from issuance.

(iv) During the twelve (12) month period between written notification and rescission, Commissions may undertake a capacity analysis to identify any other improvements that will resolve the constraint and enable continuation of the New Fredericksburg Line Train. The Parties acknowledge that any such study will incorporate existing and planned schedules and frequencies of all passenger rail operators within Washington Terminal.

(v) Upon Amtrak’s concurrence that the improvements identified will successfully address the capacity constraints identified, Amtrak will cancel the Notification of Rescission to Commissions; however this does not preclude any future Notice of

Rescission as to the New Fredericksburg Train, in which event the process outlined in this Section 1.1.4 will again apply.

1.2. Equipment Storage. Subject to Subsection 1.2.1 below, and except as hereafter provided regarding emergency storage, Commissions are hereby permitted to store no more than eighty-three (83) units of Commissions' rolling stock ("Equipment") at Washington Terminal during the day on weekdays between the morning and evening VRE Service set forth in the Schedules in **Exhibit 2**. No increase in the number of units of Equipment to be stored will be allowed without a written amendment to this Agreement. Unless terminated earlier by Amtrak on ten (10) days' prior written notice to the Commissions, and subject to available capacity at Washington Terminal on any given day, Commissions may store no more than seven (7) additional units of Equipment (one (1) locomotive and six (6) coach cars) used for the New Fredericksburg Line Train per day in excess of eighty-three (83) units subject to the reimbursement provisions included in Section 5.4.1 of this Agreement. The Parties acknowledge that unforeseen circumstances, such as emergency situations requiring Temporary Emergency Storage as referenced in Section 1.2.1, may impact Amtrak's ability to meet all of Commission's capacity needs. For situations requiring a curtailment of storage, Amtrak will endeavor to provide 24 hours notification to Commissions.

1.2.1. Temporary Emergency Storage. On a temporary and limited basis due to circumstances beyond the Commissions' control, as determined by Amtrak, Commissions may store additional units of Equipment in excess of eighty-three (83) units. In the event unforeseen circumstances in the course of daily VRE operations, such as annulled VRE Service trains, Equipment failures, or other such disruptions necessitate the storage of additional units of Equipment beyond the eighty-three (83) units,

Commissions shall provide to the Amtrak Control Center a request to store a specified number of units of additional Equipment, the reasons therefor, and the period of time the additional Equipment will be stored. Amtrak shall respond to the request as soon as possible, and in no event later than two hours, either approving the request in whole or in part or advising Commissions that there is insufficient capacity to store such additional units of Equipment in whole or in part.

1.2.2. Alternate Storage Facilities. Commissions agree to diligently proceed with the planning and construction of new or alternate facilities where Equipment can be stored outside Washington Terminal. Amtrak agrees to cooperate with the Commissions in identifying any locations that may be feasible for storage within Washington Terminal, including the Hecht site and Crescent Yard, and, if feasible locations are identified, in diligently identifying, planning and constructing storage facilities at these locations. Amtrak also agrees to cooperate with Commissions in Commissions' planning and construction of these new or alternate facilities outside Washington Terminal, to the extent Amtrak or Washington Terminal property is affected.

To date, the Commissions have engaged in review of alternate storage options, including the Hecht site, and other locations outside of Washington Union Terminal. The Commissions have begun a design effort that would create additional storage in the Hecht site, this design and the project it contemplates is known as the New York Avenue Yard. In order to facilitate the identification, planning and construction of such alternate facilities for storage of the Commissions' Equipment, the Commissions and Amtrak agree to continue to meet not less than quarterly for the purpose of Commissions reporting on their progress in identifying, planning and constructing alternate storage

locations for their Equipment. The Commissions shall continue to schedule such meetings at times mutually agreeable to Amtrak. At such meetings, Amtrak will provide an update to the Commissions as to Amtrak's plans for Washington Union Terminal and the potential that Amtrak will require the Commissions to reduce the number of units of Equipment stored at that location.

1.2.3. Storage Reduction. At any time during the term of this Agreement, Amtrak shall have the unilateral right to provide six months' advance written notice to Commissions that its storage rights at Washington Terminal are to be reduced by no more than twenty (20) units of Equipment below the then-current level of units being stored ("Storage Reduction Notice"). Amtrak shall have the right to provide additional Storage Reduction Notices not less than six (6) months after the immediately preceding Storage Reduction Notice, for no more than twenty (20) units of Equipment below the then-current level of units being stored.

No later than sixty (60) days following its receipt of a Storage Reduction Notice, the Commissions may request ("Storage Reduction Extension Request"), and Amtrak agrees to consider, an extension of the time by which the reduction in stored units of Equipment must occur pursuant to the Storage Reduction Notice, provided the Commissions can demonstrate to Amtrak's satisfaction, how the Commissions are diligently pursuing completion of the alternate storage location facility or facilities, but require the extension of time for such completion. The Storage Reduction Extension Request shall outline the additional period of time being requested by Commissions, the timeline for completion of such alternate storage location facility or facilities, and the

reason(s) that the extension of time is required. Amtrak will respond no later than sixty (60) days following its receipt of a Storage Reduction Extension Request.

At any time following the issuance of Storage Reduction Notices, Amtrak may increase the number of units of Equipment Commissions is permitted to store at Washington Terminal up to the initial level of 83 units of Equipment that was permitted at the commencement of the term of this Agreement.

1.3. Right to Enter Upon Washington Terminal. Amtrak hereby grants to Commissions, its employees, contractors and agents the right to enter upon Washington Terminal insofar as may be necessary to enable Commissions, their employees, contractors or agents to perform their duties with respect to the operation of VRE Service as specified in this Agreement.

1.3.1. Commissions' Personnel. Commissions shall provide Amtrak with a list of its employees, contractors or agents assigned to oversee that portion of the operation of VRE Service operated in Washington Terminal. Such oversight shall require routine and frequent entry upon Washington Terminal, which will be permitted by Amtrak without advance notice of each such entry. Such employees, contractors or agents shall be required to attend safety classes conducted by Amtrak if Amtrak so requires, at Commissions' sole expense in accordance with Section 5.12, and such oversight activities shall be considered part of the VRE Service for purposes of the allocation of liability under the provisions of Section 11.

1.3.2. Commissions' Customer Services Personnel. Subject to the provisions of Section 17 hereof, Commissions, their employees, contractors, or agents shall have the right to enter publicly accessible areas of Washington Terminal for the purpose of performing customer service functions and restocking and maintenance of Commissions'

ticket vending machines. With the exception of routine restocking and maintenance of Commissions' ticket vending machines, Commissions shall provide advance written notice to Amtrak's Superintendent, Operations (Commuter), prior to entry onto Washington Terminal. These activities will be considered part of the VRE Service for purposes of the allocation of liability provisions in Section 11.

1.3.3. Other Commissions Personnel. Commissions may find it necessary or desirable to have other persons enter upon Washington Terminal insofar as may be necessary to conduct audits, provide consultations, perform inspections, studies, surveys and/or investigations related to VRE Service and/or this Agreement, as well as in emergencies. Such entry shall be subject to notice to Amtrak reasonable under the circumstances and subject to the other conditions set forth in Amtrak's then-current standard "Permit to Enter Upon Property" Agreement, unless Amtrak agrees to waive such conditions. Any training performed by Amtrak in support of the Permit to Enter will be compensated by VRE in accordance with Section 5.12. Amtrak's unreasonable failure to permit entry in an emergency shall excuse Commissions from any failure to meet its obligations under this Agreement caused by Amtrak's failure.

1.3.4. Commissions' Operator and Other Contractors. Commissions may, during the term of this Agreement, enter into agreements with third party contractors for operation of VRE Service in Washington Terminal ("Commissions' Operator"). Amtrak agrees that the employees or officials of any such third party contractor for operation of the VRE Service shall be permitted to conduct those operations, subject to receipt by Amtrak of confirmation from Commissions that such employees are properly trained and qualified to operate on Washington Terminal territory used in the operation of VRE

Service. The Commissions shall provide Amtrak with a list of the contractors and their employees or agents assigned to engage in the operation of VRE Service. Such employees shall be required to attend safety classes conducted by Amtrak if Amtrak so requires, at the Commissions' sole expense in accordance with Section 5.12.

Commissions shall provide Amtrak a reasonable opportunity to review and comment on any of Commissions' training programs for their third party contractors engaged in operations over Washington Terminal that are operating or safety related and are not proprietary and are in the Commissions' possession. Upon request by Amtrak, Commissions shall provide copies of such training programs. The granting of such approval by Amtrak shall not relieve Commissions of any responsibilities or liabilities associated with its training programs.

For any third party contractors, in accordance with Section 4.6, Amtrak shall provide pilots and qualifying services as necessary for operation in Washington Terminal, and will assist Commissions and the third party contractor as necessary, including by allowing reasonable access to Washington Terminal to permit timely completion of qualifications, at Commissions' sole expense. Compensation for such pilots and qualifying services shall be in accordance with Sections 5.10 and 5.11. These activities will be considered part of the VRE Service for purposes of the allocation of liability provisions in Section 11.

1.3.5. Prohibited Activities and Employees. Commissions' engineering design consultants and construction contractors shall not access Washington Terminal without a separate, written agreement with Amtrak to engage in such design or construction activity on Washington Terminal.

Commissions, their contractors and/or agents, shall not engage in maintenance of Equipment activities, including but not limited to coach cleaning, inspections and running repairs, in Washington Terminal.

Amtrak reserves the right to prohibit or remove from service any contract employee from performing services in Washington Terminal for cause. Notwithstanding the foregoing, for Amtrak employees who were performing services on Amtrak property at the time of their departure from Amtrak to become a contract employee, and who at the time of such departure were not subject to disciplinary proceedings or other internal investigations, Amtrak may prohibit or remove such employee from Washington Terminal only for a cause that is valid under the circumstances and that becomes known, or that arises, after the employee has begun performing services as a contract employee.

Should Amtrak choose to prohibit or remove any contract employee for any cause based reason, Amtrak shall notify VRE immediately as to the cause. No later than seven (7) days following request from VRE, Amtrak shall meet with VRE to review such cause and any further details subject to applicable confidentiality restrictions.

1.3.6. Suspension of VRE Service. In the event that Commissions or their contractors cause an incident that results, or has the potential to result, in a catastrophic disruption in service in Washington Terminal, Amtrak shall have the right to immediately suspend VRE Service. VRE Service shall not be restored until Commissions have taken all actions deemed necessary by Amtrak to ensure that such an incident does not recur.

1.3.7. Safety and Operating Plans and Reports. Commissions shall provide Amtrak a reasonable opportunity to review and comment on any safety or operating plans related to VRE Service in Washington Terminal required by the Federal Railroad

Administration (FRA) or any other federal regulatory agency, prior to their submission by Commissions or their contractors to such regulatory agency.

1.4. Equipment. Commissions have the responsibility for providing the necessary Equipment for VRE Service. All Equipment operated in VRE Service must meet applicable FRA and other legal requirements. Amtrak shall have the unilateral right to remove from VRE Service any unit of Equipment which does not meet applicable Amtrak written standards for safety and operation in Washington Terminal previously provided to Commissions, and Amtrak shall temporarily remove such unit from VRE Service and immediately notify Commissions. Amtrak shall provide Commissions copies of all applicable written Amtrak standards for safety and operation in Washington Terminal upon request by Commissions.

Commissions shall consult with Amtrak in developing any changes to the specifications of Equipment. Commissions shall be responsible for ensuring that any such change in Equipment meets written Amtrak standards for safety and operation in Washington Terminal. Amtrak shall have the right to inspect and approve any new or modified Equipment and its specifications prior to operating in Washington Terminal.

2. Reserved.

3. Use of VRE Station Facilities and Equipment.

Amtrak shall, subject to the approval and requirements of the lessor and/or owner, access station facilities owned, leased or controlled by Commissions at the following stations: Fredericksburg, Quantico, Woodbridge, Manassas, Alexandria, Burke Centre, and L'Enfant Plaza. Amtrak shall not make any modifications or improvements to such facilities, or perform any maintenance work at such facilities, without prior written consent of Commissions. At locations where Amtrak has installed wheelchair lifts on Commissions-owned platforms, Amtrak

or its contractor shall be allowed to perform maintenance of such wheelchair lifts at reasonable times upon reasonable written notice to avoid interference with VRE Service. Commissions will maintain and provide snow removal for all station facilities and equipment owned or leased by Commissions. At shared use station facilities where parking is controlled by Commissions, within sixty (60) days following Amtrak's request, up to fifteen (15) reserved parking spaces will be designated by Commissions for use only by Amtrak intercity passengers for overnight and long-term use. Compensation for Amtrak's use of VRE station facilities is set forth in Section 5.3.

Upon request from Amtrak, Commissions may, in their sole discretion, make Equipment available for use in Amtrak intercity rail passenger service. If a written request and approval cannot be provided prior to the event, this documentation shall be provided within 24 hours.

4. Contract Services.

Amtrak shall perform the following activities to support VRE Service (hereinafter referred to as the "Contract Services"):

4.1. Yard Movements. As necessary to perform its obligations under this Agreement, and to efficiently utilize space within Washington Terminal, Amtrak shall cut Equipment in and out of VRE Service trains, and shall also move Equipment and trains within the Washington Terminal. Amtrak may also cut and move Equipment for other purposes, upon specific request by Commissions. With the exception of dispatching, the Commissions will be responsible for routine moves between the station tracks and the tracks used for mid-day Equipment storage.

4.2. Routine Maintenance of Equipment. Amtrak shall perform the following Contract Services related to maintenance and maneuvering of Equipment.

4.2.1. Layover Cleaning. Amtrak shall perform the following tasks on Equipment while it is stored at Washington Terminal during the day:

- Pick up and dispose of all trash and discarded reading material.
- Collect lost and found articles, tag such articles, and place them in VRE-provided receptacle.
- Check all bathrooms for orderliness and correct any disorder, and restock if necessary.
- Mop up spills.
- Spot clean seats upon request by VRE management

4.2.2. Daily Inspection. Amtrak shall perform daily inspections on one protect locomotive. This locomotive will be added to VRE Service trains as needed.

4.2.3. Ground Power. Amtrak shall place VRE Service trains on ground power. Amtrak shall also remove VRE Service trains from ground power, put HEPs back online, reset the breakers, and restart locomotives as necessary, in sufficient time for VRE Service trains to be on time for VRE Service.

4.2.4. Miscellaneous. Amtrak shall cut out traction motors or realign other electrical switches upon request of Commissions. Amtrak shall secure Equipment side doors from movement if necessary. Amtrak shall place the proper destination sign on west side of southbound Equipment in all Pullman consists.

4.3. Mechanical Repairs and Additional Mechanical Service Requests. Amtrak shall provide repairs to Equipment as necessary to return Equipment to Commissions' facilities in compliance with FRA regulations. When permissible by FRA regulation, Amtrak will dispatch bad order units of Equipment rather than cut them out of consists for repairs. Unless otherwise arranged, VRE shall supply all parts necessary to complete repairs. It is understood that repairs performed by Amtrak may only be intended to meet the minimum requirements in order to return the units of Equipment to Commissions' facilities in non-revenue service, and that

they may not be suitable for revenue service under FRA regulations. Repairs will generally be performed by Amtrak staff not dedicated to VRE Service. Commissions may also request that Amtrak perform additional mechanical services to the Equipment. Repairs and additional mechanical service requests shall be in accordance with the Mechanical Repair/Service Authorization Form in **Exhibit 3**, which form may be modified by mutual agreement between the parties.

4.4. Emergency Fueling. Amtrak, at its sole discretion, shall fuel Equipment upon request by Commissions.

4.5. VRE Passengers on Amtrak Trains. Amtrak will honor VRE tickets on certain Amtrak trains in accordance with **Exhibit 4**. Upon verbal request from Commissions, other Amtrak trains may make special stops and/or pick up Commissions' passengers affected by a VRE Service disruption.

4.6. Qualifications of Commissions' Operator. Amtrak shall be responsible for ensuring that all of Commissions' Operator's employees operating trains in Washington Terminal are properly qualified in accordance with reasonable standards established by Amtrak and provided to Commissions prior to the start of any qualification process. Amtrak will issue a record of qualifications to those contractor employees that are deemed qualified by Amtrak.

Commissions shall be responsible for providing training and testing of their contract employees in NORAC Operating Rules, Electrical Operating Instructions (AMT-2), Timetable, and Signal Rules. Such training and testing materials and methods are subject to review and approval of Amtrak. Commissions shall also ensure that their trainers have been approved to perform the training by Amtrak's Vice President Safety Compliance & Training. Commissions shall notify Amtrak's Superintendent, Operations (Commuter) and Vice President Safety

Compliance & Training, when classes and tests are taking place. Amtrak shall be allowed to audit such classes and testing. Commissions shall provide a copy of all requalification test results to Amtrak monthly, except that test results for initial qualifications shall be provided to Amtrak immediately.

Amtrak shall provide physical characteristics training to Commissions' eligible contract employees who have successfully completed the NORAC Operating Rules, Electrical Operating Instructions (AMT-2), Timetable and Signal Rules training and testing.

4.7. Dedicated Support Personnel. In the performance of the Contract Services, and in an effort to enhance the quality of delivery of VRE Service, Amtrak has agreed to supplement its workforce supporting Commissions' access to the Washington Terminal, by providing the following dedicated positions:

- Trainmaster (1)
- Superintendent (Mechanical) (0.25)
- Assistant Superintendent Operations Commuter (0.25)
- Sr. Space & Equipment Control Analyst (1)
- Station Manager (1)
- Financial Analyst (0.5)
- Senior Project Manager (0.5)

By written amendment to this Agreement, Amtrak may add additional dedicated positions to this list. In addition, regarding the Senior Project Manager position, the parties recognize that future capital investment in Washington Terminal may increase substantially in the coming years. Implementation of Amtrak's Washington Union Station Master Plan, Washington Union Terminal Yard Master Plan, near and long term level boarding initiatives, as well as Commission's long term storage improvements, will all require an increased use of Amtrak resources to support projects of benefit to Commissions. Therefore, by written amendment to

this Agreement, the Senior Project Manager position may be increased from 50 percent to 100 percent fully dedicated.

4.8. Liaison with Commissions. Amtrak's Superintendent, Operations (Commuter) shall: (1) have the principle responsibility for directing and coordinating Amtrak's performance of the Contract Services, (2) serve as Amtrak's liaison with Commissions, and (3) be available to attend periodic assessment meetings with Commissions' designated representatives. Commissions' staff shall not be involved in direct supervision relating to operation and maintenance of the Washington Terminal. However, Commissions' staff may report infractions or violations of any type to Amtrak supervisory personnel for prompt resolution.

4.9. Car Wash Services. Amtrak shall endeavor to wash each unit twice monthly at Amtrak's Ivy City Car Wash Facility. Car wash services will be performed by Amtrak forces currently dedicated to VRE Service. Commissions will be billed for the number of actual units washed.

5. Compensation.

Commissions shall compensate Amtrak for Contract Services as provided for herein, including provisions for changes in payments based on changes in VRE Service agreed to by the parties and changes in legal requirements applicable to the operation and maintenance of the Washington Terminal. The NEC Commission adopted the Policy which establishes a standardized formula for allocating certain costs in Washington Terminal.

5.1. Washington Terminal Usage Fee. Commissions shall pay Amtrak an annual fee for operation of VRE trains at Washington Terminal as provided for under the Policy which is comprised of the following:

- Maintenance of Way
- Transportation
- Police
- Stations
- Baseline Capital Cost

In consideration of this amount, Commissions may operate between 7,600 and 8,000 trains (scheduled revenue and deadheads) in and out of Washington Terminal per contract year. In the event that the number of trains is less than 7,600 or more than 8,000, the amount paid by Commissions shall be recalculated at the rate of \$527.82 per train.

5.2. Station Capital Costs and System Enhancements. Commissions shall pay Amtrak an annual contribution to cover normalized replacement of systems and facilities at Washington Union Station as well as the enhancement of all rail system infrastructure within Washington Terminal. The amount paid by the Commissions reflects the difference between the Policy determined baseline capital cost included in Section 5.1 and \$1,334,509 as adjusted by the Cost and Price Change provisions included in Section 5.17. In the event that the number of trains operated by Commissions is less than 7,600 trains or more than 8,000 trains, the amount paid by Commissions shall be recalculated at the rate of \$88.11 per train.

The Policy anticipates that the NEC Commission will develop permanent allocation methods for Stations, Mandated, Major Backlog, and Improvement projects (as those terms are defined in the Policy). When this permanent allocation has been developed, the parties will discuss future application of this Section 5.2.

5.3. Amtrak Use of VRE Station Facilities. Amtrak shall pay the Commissions an annual fee of \$137,121 for Amtrak’s use of station facilities owned, leased or operated by the Commissions; this includes stations at Alexandria, Woodbridge, Quantico, Fredericksburg, Burke and Manassas, Virginia (collectively, the “VRE Station Facilities”). The payments due to the Commissions may be credited against amounts due to Amtrak by the Commissions in Section 5.1. Weekend snow removal costs incurred by VRE contractors at Woodbridge and Quantico is not included in the flat fee identified above and will be separately identified and credited during the monthly reconciliation process described in Section 6.2.

5.4. Washington Terminal Mid-Day Storage Fee. Commissions shall pay Amtrak an annual fee of \$21,713 per unit for the right to mid-day storage of Equipment at Washington Terminal as specified in Section 1.2. The daily storage fee for additional units of Equipment permitted to be stored on a temporary emergency basis as described in Section 1.2.1 (excluding the New Fredericksburg line trains described in section 5.4.1 below) shall be One Hundred Nine Dollars and 67/100 (\$109.67) per unit per day.

5.4.1 Pursuant to Section 1.2, for each day that Commissions store Equipment in excess of eighty-three (83) units at Washington Terminal during the day on weekdays between the morning and evening VRE Service set forth in the Schedules in Exhibit 2, Commissions agrees to reimburse Amtrak at the rate of \$86.16 per unit per day for storage of the New Fredericksburg Line Train if the total number of units stored by Commissions at Washington Terminal exceeds 83 units on that day.

5.5. Routine Maintenance of Equipment and Yard Movements. Commissions shall pay Amtrak an annual fee of \$2,252,067 for providing the routine maintenance of equipment and yard movement services described in Sections 4.1 and 4.2. This fee is made up of the following:

- Coach Cleaners \$426,812
- Transportation Personnel \$809,599
- Mechanical Personnel \$1,015,656
(including a foreman III, a machinist, and 2 electricians)

In addition, Commissions shall pay Amtrak an hourly rate of \$100.24 for each actual hour of overtime in excess of four (4) hours of overtime incurred by the Transportation Personnel in the performance of yard movement services. It is understood that four (4) hours of overtime is already included in the annual fee for the Transportation Personnel.

5.6. Ground Power. Commissions will pay Amtrak the actual cost of electricity based on metered readings for 480 volt ground power at Washington Terminal. Commissions will also pay Amtrak for any costs associated with the maintenance and meter reading for such ground power plus Amtrak's applicable labor and material overhead rates.

5.7. Mechanical Repairs. Commissions shall pay Amtrak for providing any maintenance of equipment services or fueling as set forth in Sections 4.3 and 4.4. Labor costs shall be charged at a flat rate of \$129.89 per hour of straight-time worked and a flat rate of \$170.80 per hour of over-time worked. Material and fuel costs provided by Amtrak shall be reimbursed pursuant to Section 5.8.

A list of potential repair services is set forth in **Exhibit 3**, including the maximum cost per repair that has been pre-authorized by Commissions. Amtrak must receive authorization from Commissions prior to billing any amounts that exceed the maximum cost.

5.7.1. Car Wash Services. In consideration of the car washing services described in Section 4.9, Commissions agree to pay Amtrak on an actual basis for such services at a rate of \$80.00 per unit washed.

5.8. Materials. Commissions shall be responsible for providing materials for any Contract Services. However, in the event that Amtrak incurs costs for material, including fuel, in providing the Contract Services, Commissions shall pay Amtrak for the actual cost of materials and fuel furnished to Equipment, including the cost of transportation paid to third parties, plus Amtrak's then current rate for material handling overhead.

5.9. Commissions' Passengers on Amtrak Trains. Commissions shall pay Amtrak \$14.26 for each VRE Service passenger carried on Amtrak trains using VRE multi-ride tickets in accordance with Section 4.5 of this Agreement as adjusted by the Cost and Price Change provisions included in Section 5.17.

In the event Commissions provides satisfactory written evidence to Amtrak that the Commonwealth of Virginia (the "Commonwealth") has agreed to forgo, in whole or in part, the credit for the amounts Commissions pays Amtrak in connection with the revenue from step-up tickets for the VRE Service passengers described above, against the amounts payable by the Commonwealth to Amtrak under its then-current Grant Agreement for the Provision of Rail Passenger Operations between National Railroad Passenger Corporation and the Commonwealth of Virginia Department of Rail and Public Transportation (the "Grant Agreement"), Amtrak and Commissions will amend this Agreement accordingly through a mutually acceptable written amendment. Any such amendment will apply only to trains sponsored by the Commonwealth under the then-current Grant Agreement.

The number of passengers carried each month shall be considered equal to the number of step-up tickets issued by Commissions in that month. Commissions will provide Amtrak with a monthly report indicating the number of step-up tickets issued by Commissions.

In addition, if Amtrak trains are used to carry Commissions' passengers affected by a VRE Service disruption pursuant to Section 4.5, Commissions shall pay Amtrak a fee of \$2,500 per peak period occurrence and \$625 per non-peak occurrence. For the purpose of this section, a peak period occurrence is any occurrence that takes place in whole or in part between the hours of 6:00 a.m. to 10:00 a.m. or 3:00 p.m. to 7:00 p.m.

5.10. Qualification of Commissions' Operator. Commissions shall pay Amtrak \$3,260 for each engineer and conductor qualified by Amtrak to operate at Washington Terminal in accordance with Section 4.6. These rates apply only to engineers and conductors with previous Class I railroad operating experience. The parties will separately agree to any additional compensation for engineers and conductors without previous Class I railroad operating experience.

5.11. Dedicated Support Personnel. Commissions shall pay Amtrak for the cost of the number of positions actually filled that are dedicated to Contract Services as set forth in Section 4.7. In the event that Amtrak may make available other of its employees whose costs are not otherwise covered elsewhere in this Agreement, Commissions shall pay Amtrak for such costs subject to Commissions' prior written agreement. Labor costs shall consist of actual salaries and wages (including all allowances) and employee benefit expense plus the following additives to be applied utilizing Amtrak's then current overhead rates for vacation and holiday, FELA and the labor indirect support expense applicable to the employees providing Contract Services.

5.12. Training Costs. Commissions shall pay Amtrak for the actual cost of training provided to Commissions or Commissions' Operator or other contractor's employees pursuant to Section 1.3 plus Amtrak's applicable overhead rates.

5.13. Retroactive Wage and Benefit Costs. Commissions shall pay Amtrak for retroactive wage and benefit costs (i.e., adjustments made subsequent to performance of the work) which Amtrak is obligated to pay as a result of its labor agreements for positions applicable to Amtrak's performance of the Contract Services. Such costs shall be reimbursed based on actual costs, and will apply to those Contract Services that are reimbursed on an actual cost basis. As of the effective date of this Agreement, this section applies only to Section 5.7 "Mechanical Repairs" and 5.11 "Dedicated Support Personnel." Commissions' obligation to reimburse Amtrak for such retroactive costs shall survive termination of this Agreement. Any retroactive wages paid in the current fiscal year will be considered current year expenses and therefore subject to the applicable benefit rates and overheads.

5.14. General and Administrative and Management Fee. In consideration of management of Contract Services by Amtrak, Commissions will pay Amtrak's then current general and administrative fee, applied to all costs chargeable to the Commissions pursuant to Sections 5.5 through 5.8 and 5.11 through 5.13. A management fee of 10% shall be applied to all costs pursuant to Sections 5.5 through 5.8, and 5.10 through 5.13, and the general and administrative fee.

5.15. Performance Incentives. "SPARTN" (Safety Performance and Record Tracking Network) is Amtrak's system for documenting observations of employee compliance or non-compliance with operating rules and timetable special instructions as required by federal regulation 49 CFR 217.9. As a condition to Commissions' payment to Amtrak of the

performance incentives set forth in this Section 5.15, Amtrak will provide a quarterly report to Commissions of Amtrak's compliance with Amtrak's SPARTN program as applicable to VRE trains operating within Washington Terminal. Commissions will pay Amtrak \$12,500 each month in which Amtrak's On-Time Performance (as defined in the next sentence) is 92%-96%, and \$14,375 each month in which Amtrak exceeds 96% On-Time Performance. "On-Time Performance" is defined as trains leaving Washington Terminal within three (3) minutes of their scheduled departure time, for VRE trains departing Washington Terminal. Trains annulled by Commissions prior to their departure from Washington Terminal will not be included in the calculation.

5.16. Prorated Contract Years. In the event the Agreement terminates with one or more months remaining in the contract year, the annual costs specified in this Section 5 shall be prorated based on the number of months in the contract year the Agreement was effective. Access to Washington Terminal and/or performance of Contract Services provided on at least one day in a month will be construed to require compensation for that month in accordance with this provision.

5.17. Cost and Price Changes. The dollar amounts in Sections 5.2 through 5.5, 5.7, 5.9, and 5.10 shall be adjusted July 1 of each year based on the percentage change in 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 2020. The 2020 first quarter index value is 555.7. The first adjustment will be made effective July 1, 2021.

6. Actual Payment.

By March 31st of each year, Commissions shall notify Amtrak of VRE's Service plan, pending action by authorizing bodies. By April 30th of each year, Amtrak shall provide Commissions a budget for approval. Any budget revisions associated with the implementation of the Policy affecting Sections 5.1 and 5.2 will be made commensurate with the adoption of monthly operating and capital charges by the NEC Commission.

6.1. Monthly Payments. Amtrak will invoice the Commissions thirty (30) days in advance of the month for 1/12th of the annual budget, or the annual budget as amended as provided for in Section 6 above, for all items except for amounts associated with Sections 4.5 and 5.9 (VRE passengers on Amtrak trains). Commissions shall pay Amtrak on the first day of each VRE Service month the amount invoiced. All payments pursuant to this section shall be made by wire transfer. Except for invoices subject to dispute, non-payment of invoices pursuant to the terms of this Agreement, if not cured within fourteen (14) days of notice by Amtrak, shall constitute a material breach of the Agreement, and shall be cause for Amtrak to cease all work in accordance with the provisions in Section 13.

Commissions will make a separate monthly payment to Amtrak for carrying VRE Service passengers using multi-ride tickets pursuant to Section 4.5. Commissions will send payment by no later than thirty (30) days after the month in which VRE multi-ride tickets were sold. Commissions will also send notice to the Superintendent, Operations (Commuter), and the Manager of Revenue Accounting, 5th floor Finance, 2955 Market Street, Philadelphia, PA 19104 of the amount of multi-ride tickets sold along with appropriate supporting documentation.

All payments required in this Section 6 shall be made by wire transfer using the following instructions:

Bank Name: JP Morgan Chase
Account No.: 512097054
ABA Routing No.: 021-000-021
Account Name: Amtrak (National Railroad Passenger Corporation)

6.2. Monthly Reconciliation. Within forty-five (45) days after the close of each calendar month, Amtrak shall provide a statement of actual charges and any additional supporting documentation showing the actual costs and incentive payments payable pursuant to this Agreement (the “Reconciliation Statement”). If the Reconciliation Statement shows that Commissions owe money to Amtrak, the next regular monthly payment to Amtrak shall be increased to account for the additional money owed according to the Reconciliation Statement. If the Reconciliation Statement shows that Amtrak owes money to Commissions, the next regular monthly payment to Amtrak shall be decreased to account for the money owed according to the Reconciliation Statement.

6.3. Payment Disputes. In the event that either party disagrees with a Reconciliation Statement with respect to the determination of actual costs or incentive payments earned which has been submitted in accordance with Section 6.2, the party in disagreement shall promptly notify and provide to the other party 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. 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 Section 15 of this Agreement. Any disputed amount which is required to be paid or repaid by either party as a result of such dispute resolution process shall bear interest at the Wall Street Journal prime rate plus 2%, which shall apply to late payments under this Agreement from both Commissions and Amtrak.

7. Capital Costs.

7.1. Capital Reinvestment Program. Commissions recognize that Amtrak will incur capital costs related to recapitalization and system enhancements to maintain or increase reliability of passenger service operations at Washington Terminal. These costs are primarily intended to cover the replacement value of Amtrak's fixed assets. These assets tend to be expensive and time consuming to replace, and Commissions recognize that investment in Washington Terminal fluctuates significantly over long periods of time. Commissions are committed to funding a share of such costs, which are included in the usage fee in Section 5.1 and the Station Capital Costs and System Enhancements annual contribution in Section 5.2.

The Capital Reinvestment Program shall consist of two primary components defined as follows:

Baseline Capital Cost: An annual Baseline Capital Cost ("BCC") has been established by the NEC Commission to address the normalized replacement of basic infrastructure assets exclusive of stations. Normalized replacement is defined as the set of activities to replace assets on a regular schedule to maintain NEC infrastructure components and facilities within lifecycle to sustain a state-of-good repair.

Station Capital Costs and System Enhancements: An annual cost contribution will be paid to reflect the normalized replacement of systems and facilities at Washington Union Station as well as the enhancement of all rail system infrastructure within Washington Union Terminal.

The process outlined in the paragraph below will apply only to Station Capital Costs and System Enhancements. The Policy currently applies to BCC; however, if the Policy is later amended to address Station Capital Costs and System Enhancements, the process outlined in the

paragraph below will no longer apply, and Capital Costs will be funded consistent with the methodology included in the Policy.

Amtrak agrees to spend such funds in accordance with their intended uses, and will consult with Commissions in determining how such funds will be used each year, as follows: By August 1 of each year, Amtrak will provide Commissions with the Capital Reinvestment Program for Washington Terminal for Amtrak's upcoming fiscal year (October 1 – September 30). By September 1 of the same year, the parties shall meet to review and discuss Amtrak's Capital Reinvestment Program. Commissions shall have the opportunity to ask questions and to verify that its contribution is being spent in accordance with its intended use. Commissions recognize that significant changes to the upcoming year's Capital Reinvestment Program may not be possible; however, Amtrak agrees to take Commissions' suggestions under consideration, and at Amtrak's sole discretion, will incorporate such suggestions into the following year's Capital Reinvestment Program. Commissions will not have the ability to unilaterally reject projects or add new projects. Amtrak acknowledges that grant funds may be used in full or in part toward these expenses and agrees to cooperate with any audits as may be required by the funding agencies.

7.2. Intentionally Deleted.

7.3. Other Mandatory Capital Costs. Commissions and Amtrak will reach agreement on Commissions' proportionate share of future capital installation costs incurred by Amtrak to ensure compliance with new or modified legal mandates (e.g. installation of Positive Train Control, ADA compliance), at Washington Terminal. Amtrak shall keep Commissions fully informed concerning any information or plans that Amtrak has that may require Commissions to pay such capital installation costs, subject to available funding.

7.4. Other Capital Projects. Commissions agree to compensate Amtrak for capital costs Amtrak incurs only for the benefit of Commissions, plus Commissions' share of joint benefit capital costs incurred pursuant to separate agreement of the parties concerning specific projects. In the event Amtrak determines that a specific change in facilities or a capital cost is required solely for Commissions' benefit and will not be paid for by another party, it shall advise Commissions of such determination and the parties shall promptly confer concerning the reason for and alternatives to such change or cost.

8. Availability of Funds.

The parties recognize that Commissions' obligations to pay Amtrak for Terminal Usage Fees, Capital Reinvestment and Contract Services pursuant to this Agreement are limited to the extent that funds are available through annual budgetary appropriations to meet such obligations. The parties specifically agree, however, that in the event that Commissions assert or it is determined that Commissions cannot meet a payment obligation for Contract Services provided under the Agreement because sufficient funds are not available, Amtrak shall have the right to suspend access to the Washington Terminal for operation of VRE Service. Such access shall not be restored pursuant to this Agreement or otherwise until Commissions has paid to Amtrak, with interest at the Wall Street Journal prime rate plus 2%, the funds necessary to meet such payment obligations pursuant to this Agreement and to reimburse Amtrak any reasonable amounts Amtrak was required to expend for termination and/or restoration of VRE Service or any Contract Services as a result of Commissions' lack of funds.

9. Records and Reports.

9.1. Amtrak Records. Amtrak will maintain appropriate financial, accounting, personnel and operating records which reflect costs charged specifically to VRE Service in

accordance with this Agreement for a period of five years from the date on which such record was generated. Upon request of Commissions, Amtrak will maintain and make available, to the extent practicable, such additional financial, accounting, and operational records as may be required to enable Commissions to monitor and/or to comply with the reporting requirements of any governmental entity having regulatory or financial responsibility with respect to VRE Service. Upon written request, these records shall be provided to Commissions in order to respond to a request from a funding or auditing agency (i.e. FRA, FTA), to the extent permissible under legal or labor requirements.

9.2. Accident Reports and Audits by Other Agencies. Upon written request, each party shall provide copies to the other party of all non-privileged accident reports and other incident reports involving damage or injury to persons or property, including Equipment, involving operation of VRE Service in Washington Terminal. Upon request by Amtrak, Commissions shall provide Amtrak with copies of any audits, reports or filings, unless privileged, made to the Federal Railroad Administration or any other federal regulatory agency with oversight authority over operations in Washington Terminal made by the Commissions or its contractor related to VRE Service in Washington Terminal.

9.3. Reports Submitted by Commissions' Operator. Upon thirty (30) days' advance written request, the following reports, as required to be submitted to Commissions by Commissions' Operator pursuant to Commissions' RFP No. 09-013 "Operating and Maintenance Services for Commuter Rail Operations" (hereinafter referred to as "RFP No. 09-013"), shall be submitted to Amtrak.

- Preliminary Report, Interim Report, and Final Incident/Accident Report (Section 6.7 of RFP No. 09-013) for incidents in Washington Terminal
- Quarterly Results of Drug and Alcohol Tests (Section 6.9.13 of RFP No. 09-013)

- Quarterly Fitness for Duty Checks (Section 6.9.13 of RFP No. 09-013)
- System Safety Program Plan and updates (Section 8 of RFP No. 09-013)
- Emergency Preparedness Plan (Section 8 of RFP No. 09-013)
- Emergency Response Plan (Section 8 of RFP No. 09-013)
- Contingency Plan (Section 8 of RFP No. 09-013)
- Drug-free workplace policy (Section 8 of RFP No. 09-013)
- Full investigative report, unless privileged, as a result of any applicable incident (Section 8.11.2 of RFP No. 09-013) for incidents in Washington Terminal

9.4. Information Requested from Regulatory Agencies. Upon written request, Amtrak will submit to Commissions employee or Equipment records in support of a FRA or other regulatory agencies' requests for such information for the period prior to July 1, 2020 to the extent permissible under legal or labor requirements.

10. Audits.

Commissions will have the right to inspect, examine, and audit all financial books, records, and accounts of Amtrak which support the actual variable costs billed under this Agreement. Fixed payment values identified in Sections 5.1 to 5.5, 5.7, 5.9, 5.10 and 5.15 are not subject to audit adjustments. Amtrak will retain all such books, records, and accounts for a period of five (5) years following the date on which such record was generated, after which time Commissions' rights to audit pursuant to this Section shall expire. This right to inspect, examine, and audit shall extend to auditors of Federal Transit Administration ("FTA") and any other government agencies requiring access to Amtrak records relating to VRE Service when requested by Commissions. Once an audit has been completed by Commissions, a letter shall be sent to Amtrak setting forth the results of the audit. Items to which Commissions do not take exception will be considered closed for the period unless Amtrak indicates in writing within sixty (60) days of the receipt of Commissions' letter that certain cost items may be subject to future retroactive settlement(s) or adjustment(s). In this case, any items identified by Amtrak related to

unionized labor agreements to be ratified shall be held open until the actual settlement(s) or adjustment(s) occurs, and such Amtrak claims for retroactive unionized labor agreement settlements or adjustments shall survive termination of this Agreement.

The parties shall work diligently to resolve and close out audits in a timely manner. In the event the parties are unable to resolve an open audit within 120 days of receipt of an audit report, the parties will rely on the provisions of Section 15 “Disputes.”

11. Risk of Liability and Damage and Insurance.

A. Risk of Liability and Damage.

Commissions shall defend, indemnify and hold harmless Amtrak and WTC, and their respective officers, directors, agents, employees, and contractors (hereafter for purposes of Sections 11(A) and 11(B) referred to collectively as “Amtrak Indemnitees”), irrespective of any negligence or fault of any of them, for all suits, claims, or causes of action for liability for personal injury or death or property damage (including loss of use of property), and including claims against Amtrak Indemnitees from other railroads or transit agencies operating on Washington Terminal property to the extent an Amtrak Indemnatee is obligated to indemnify or save harmless such railroads or transit agencies which would not have been incurred but for the existence of VRE Service in, or the performance of the Contract Services at, Washington Terminal, or to the presence of Equipment, or Commissions’ personnel, contractors, or passengers in Washington Terminal. The foregoing indemnity obligation shall be subject to the provisions of Section 11(B) of this Agreement. Notwithstanding the above, Commissions shall have no responsibility to indemnify Amtrak Indemnitees for the following:

- (1) Injury or death to Amtrak employees performing work under this Agreement.

The categories of Amtrak employees performing such work are set forth as follows:

- Amtrak Track, C&S and Structures agreement-covered personnel performing routine maintenance and inspection work within Washington Terminal;
- Amtrak Dispatching personnel performing train movement and signal and interlocking operation services at “K” tower and other interlockings within Washington Terminal;
- Amtrak Police patrol personnel performing routine yard, right of way, and station patrol activities in Washington Terminal;
- Amtrak Engineering personnel performing station maintenance activities within Washington Terminal;
- Amtrak Station Masters and Ushers performing services in Washington Terminal;
- Amtrak Mechanical personnel, including coach cleaners, and train and engine personnel engaged in performing yard movements and routine maintenance of equipment for VRE Service Equipment; and
- Amtrak Mechanical employees performing mechanical repairs on VRE Service Equipment.

The risk of injury or death and of claims by such Amtrak employees is expressly assumed by Amtrak, and Amtrak agrees to defend, indemnify and hold harmless the Commissions, and their respective officers, directors, agents, employees and contractors against such claims with respect to injury or death of such employees, provided that such indemnity by Amtrak shall not include Exemplary Damages awarded against Commissions, as such Exemplary Damages against Commissions are defined in Subsection 11(A)(3)(a) below;

- (2) Any award of Exemplary Damages against Amtrak Indemnitees as such Exemplary Damages against Amtrak Indemnitees are defined in Subsection 11(A)(3)(b) below.
- (3) Definitions.

- (a) Exemplary Damages against Commissions. Exemplary Damages against Commissions are damages for which there is clear and convincing evidence that the damages arose out of an act or omission of an employee of Commissions or Commissions' Operator whose conduct constituted malice, oppression or fraud and for which an officer, director or senior manager of Commissions or of Commissions' Operator had advance knowledge of the unfitness of the respective employee and employed him or her with a conscious disregard of the rights or safety of others, or specifically authorized or ratified the wrongful conduct for which the damages were awarded.

For the purposes of the forgoing paragraph, the following definitions shall apply:

- i. 'Malice' means conduct that is intended to cause injury to a person or despicable conduct that is carried on with a willful and conscious disregard of the rights or safety of a person.
 - ii. 'Oppression' means despicable conduct that subjects a person to cruel and unjust hardship in conscious disregard of that person's rights.
 - iii. 'Fraud' means an intentional misrepresentation, deceit, or concealment of a material fact with the intention of thereby depriving a person of property or legal rights or otherwise causing injury.
- (b) Exemplary Damages against Amtrak Indemnites. Exemplary Damages against Amtrak Indemnites are damages for which there is clear and convincing evidence that the damages arose out of an act or omission of

an employee of Amtrak or an employee of an Amtrak contractor whose conduct constituted malice, oppression or fraud and for which an officer, director or senior manager of Amtrak had i) with respect to an Amtrak employee, advance knowledge of the unfitness of the employee and employed him or her with a conscious disregard of the rights or safety of others, or specifically authorized or ratified the wrongful conduct for which the damages were awarded, or ii) with respect to an employee of an Amtrak contractor, specific advance knowledge of the unfitness of the employee but with a conscious disregard of the rights or safety of others failed to remove the employee from Washington Terminal or specifically authorized or ratified the wrongful conduct of the employee for which damages were awarded.

For the purposes of the forgoing paragraph, the following definitions shall apply:

- i. ‘Malice’ means conduct that is intended to cause injury to a person or despicable conduct that is carried on with a willful and conscious disregard of the rights or safety of a person.
- ii. ‘Oppression’ means despicable conduct that subjects a person to cruel and unjust hardship in conscious disregard of that person’s rights.
- iii. ‘Fraud’ means an intentional misrepresentation, deceit, or concealment of a material fact with the intention of thereby depriving a person of property or legal rights or otherwise causing injury.

- (4) For purposes of this Section, the parties specifically agree that any injury or death of a person, or damage to the property of a person, in Washington Terminal for the purpose of purchasing a VRE ticket, obtaining information regarding VRE Service, or meeting or assisting a passenger of Commissions would not have been incurred but for the existence of the VRE Service.

Except for claims involving injury or death to Amtrak employees performing work under this Agreement and identified as being in one of the categories set forth in Section 11(A)(1) above, Amtrak and WTC will promptly tender to Commissions and the Division of Risk Management for the Commonwealth of Virginia (DRM) the management and defense of all claims which would not exist but for the existence of VRE Service in Washington Terminal as provided above, and Commissions shall be responsible for the management and defense of such claims, as provided by the insurance program set forth in Section 11(B) hereof. Commissions shall keep Amtrak informed concerning the handling and status of such cases. In the event Commissions fail to diligently defend such cases and claims, Amtrak and/or WTC may provide their own defense at Commissions' expense, provided, however, that Amtrak and/or WTC shall provide not less than thirty (30) days written notice to Commissions and to the Director of DRM of Amtrak's and/or WTC's intent to provide its own defense of a case or claim at Commissions' expense and the reasons for such. If the Commissions and DRM fail to provide a reasonable remedy to the reasons expressed by Amtrak and/or WTC in the notice within thirty (30) days from receipt of the aforesaid notice, then Amtrak and/or WTC

may provide its own defense until such time as Commissions or DRM have, to Amtrak's reasonable satisfaction, reasonably remedied the reasons expressed by Amtrak and/or WTC in the notice for undertaking its own defense.

- (5) In the event of a collision or other incident or occurrence involving an Amtrak intercity train and a VRE Service train on other than Amtrak Washington

Terminal property:

- (a) Commissions shall indemnify, defend and hold harmless Amtrak, its officers, directors, contractors, agents and employees, irrespective of any negligence or fault of any of them, howsoever the same shall occur or be caused, from any and all liability for injuries to or death of any employee, contractor or passenger of Commissions, and for loss of, damage to, or destruction of property (including loss of use of property) of Commissions, their contractors, passengers or employees.
 - (b) Amtrak shall indemnify, defend and hold harmless Commissions, its officers, directors, contractors, agents and employees, irrespective of any negligence or fault of any of them, howsoever the same shall occur or be caused, from any and all liability for injuries to or death of any employee, contractor or passenger of Amtrak, and for loss of, damage to, or destruction of property (including loss of use of property) of Amtrak, its contractors, passengers or employees.
- (6) In the event of an incident or occurrence at a VRE Station Facility:
- (a) Amtrak agrees not to sue or proceed in any manner, whether at law or in equity, against the Commissions and/or its respective officers, directors

and employees, for injuries to or death of any employee or passenger of Amtrak, and for loss of, damage to, or destruction of property (including loss of use of property) of Amtrak, its passengers or employees, occurring on or after the effective date of this Agreement at VRE Station Facilities.

- (b) The Commissions agree not to sue or proceed in any manner, whether at law or in equity, against Amtrak and/or its respective officers, directors and employees, for injuries to or death of any employee or passenger of Commissions, and for loss of, damage to, or destruction of property (including loss of use of property) of Commissions, its passengers or employees, occurring on or after the effective date of this Agreement at VRE Station Facilities.
- (c) For purposes of this Section 11(A)(6),
 - (i) the step up passengers referred to in Section 5.9 above, shall be deemed Commissions' passengers;
 - (ii) an "Amtrak passenger" is a person, other than an on-duty VRE employee, who is on, getting on, or alighting from an Amtrak train or who is at the VRE Station Facility to board or alight from an Amtrak train, as determined by the passenger's ticket or otherwise; and
 - (iii). a "Commissions passenger" is a person, other than an on-duty Amtrak employee, who is on, getting on, or alighting from a VRE train or who is at the VRE Station Facility to board or alight from a VRE train, as determined by the passenger's ticket or otherwise.

B. Commissions' Insurance.

To guarantee payment of their obligations under this Agreement, Commissions shall, in accordance with §§ 33.2-1919(13) and 2.2-1839 of the Code of Virginia, as amended, procure and at all times maintain at their sole cost and expense:

- (1) A policy or policies of liability insurance as defined in § 33.2-1927 of the Code of Virginia, with per occurrence and annual aggregate limits of no less than \$295,000,000, covering the liability assumed by Commissions under Section 11(A) hereof, and with Amtrak Indemnitees (as defined in Section 11(A) hereof) designated as additional insureds. Such liability insurance may consist, in whole or in part, of a program of self-insurance approved and administered by the Division of Risk Management for the Commonwealth of Virginia ("DRM") for up to \$5,000,000, with the balance of coverage (at least \$290,000,000 each occurrence excess of the \$5,000,000 self-insured retention) to be obtained through commercial insurance.

All insurance policies shall provide liability insurance covering the liabilities assumed by Commissions under Section 11(A) of this Agreement, and shall be endorsed to provide that the insurance company will give Amtrak not less than thirty (30) days prior written notice if the policies are to be terminated or modified during the term of this Agreement. Commissions shall provide Amtrak with copies of all commercial insurance policies, including all current endorsements, carried by Commissions pursuant to this Section, and a copy of all agreements, including amendments thereto, between Commissions and DRM relating to the

coverage, structure, administration and funding of Commissions' insurance program.

If, at any time, the insurance limits, due to accrual or setting of reserves for claims, payment of claims, or by operation of an aggregate limits provision, or otherwise, applicable to the liabilities assumed by Commissions under Section 11(A) fall below \$275,000,000 each occurrence, or if the types of risk covered by such insurance are changed, notice of such fact shall be given promptly to Commissions and to Amtrak by DRM. If Commissions fail within thirty (30) days to restore the available insurance limits to a level of at least \$295,000,000 each occurrence or to restore the types of risk covered, all VRE Service in Washington Terminal under this Agreement shall, upon request of Amtrak, immediately cease and shall not be resumed until the full \$295,000,000 each occurrence in insurance limits has been obtained and the types of risk covered are restored.

1. Commissions agrees to increase the limit of insurance set forth in section 11.B.1 above to an amount not less than the liability ceiling set forth in 49 U.S.C. Section 28103 (a) (2) and any amendment or adjustment thereto, as adjusted from time to time by the Secretary of Transportation.

In accordance with § 2.2-1839 of the Code of Virginia, DRM has established the Northern Virginia and Potomac and Rappahannock Transportation Commissions Commuter Rail Operations Liability Insurance Plan (the "Plan"), which was previously provided to Amtrak, to cover the liabilities assumed by Commissions

under Section 11(A) hereof. The Plan is and shall be maintained by Commissions and administered by DRM in accordance with § 33.2-1919 of the Code of Virginia as amended and constitutes a “liability policy” for the purposes of that Section and § 33.2-1927 of the Code of Virginia as amended.

If, at any time, the Plan is not adequately funded in accordance with the requirements of this Agreement, as determined by DRM, notice of such fact shall be given promptly to Commissions and Amtrak by DRM, and if Commissions fail within thirty (30) days to adequately fund the Plan, the obligations of Amtrak under this Agreement shall, upon request of Amtrak, cease until such funding is provided.

Amtrak shall give notice to DRM and to the Commissions as soon as reasonably practicable whenever Amtrak or WTC receives credible notice from any party that it is the intention of such party to hold Amtrak and/or WTC responsible for an incident for which the Commissions are potentially liable under Section 11(A).

Amtrak and WTC each agree to cooperate in the defense of claims of which it gives DRM and Commissions notice hereunder and to execute all documents reasonably required to enable DRM to recover amounts paid by DRM on behalf of the Commissions to persons other than Amtrak or WTC.

- (2) A policy or policies of property insurance covering the Equipment and any other property or equipment owned by, leased to, or used by Commissions, Commissions’ Operator and other contractors and suppliers, and their agents, employees, and representatives or otherwise in the care, custody, or control of Commissions, Amtrak or WTC and operated in Washington Terminal pursuant to

this Agreement against all risk of physical damage usually covered in a railroad property insurance policy, including but not limited to, collision, upset, derailment, and overturn. Commissions' property insurance shall have limits of no less than \$100,000,000 each occurrence to cover the replacement cost of all Commissions' property used for activities conducted by or for the account of Commissions pursuant to this Agreement and with a deductible not to exceed \$250,000 each occurrence. Amtrak Indemnitees shall be named as additional insureds with respect to their interests in Commissions' property in Amtrak's or WTC's care, custody and control, and Commissions shall cause their property insurer to waive all right of subrogation against Amtrak Indemnitees except for incidents where Exemplary Damages are awarded against Amtrak as such Exemplary Damages are defined in Section 11(A).

- (3) A policy or policies of Business Auto Liability insurance covering all owned, non-owned, and hired vehicles used by Commissions, Commissions' Operator and other contractors and suppliers, and their agents, employees, and representatives in connection with VRE Service on Washington Terminal property. Such policy or policies shall have a combined single limit for bodily injury and property damage liability in an amount of no less than \$2,000,000 each accident or occurrence excess of \$1,000,000 as self-insured by Commissions.
- (4) Commissions' contractors and subcontractors with access to Amtrak and WTC property will provide and maintain Workers Compensation and Commercial General Liability insurance with railroad exclusions deleted and a combined single limit of no less than \$25,000,000 each occurrence.

12. Reserved.

13. Term and Termination.

The term of this Agreement will commence on July 1, 2020, and this Agreement shall remain in effect through June 30, 2025. Commissions shall have the option to extend the term for an additional five (5) year period by serving notice twelve (12) months in advance of the conclusion of the initial five (5) year term. Following Amtrak's receipt of such twelve (12) months' notice, Amtrak shall then have three (3) months to notify Commissions of a request for modification of the methods of calculating compensation payable to Amtrak hereunder and/or renegotiation of any other term of this Agreement. The term of this Agreement shall not be extended without a written amendment.

13.1. Amtrak Termination for Default. In the event that Commissions fail to make two consecutive monthly payments, not otherwise disputed, by the due dates required under this Agreement, or otherwise fail to meet their material obligations under this Agreement, including those violations or failures described in Section 1.1.2 above, Amtrak may elect to terminate this Agreement for default. If Amtrak elects to terminate this Agreement for default, it shall notify Commissions of its election and the basis for that action. The termination shall be effective ninety (90) days after the date of notice, except that a termination for default shall not become effective if Commissions (1) cure the default within fourteen (14) days of the date of notice for failure to make payments in accordance with Section 6; (2) commence to address the cause within thirty (30) days of the date of notice and diligently complete thereafter for all other failures; or (3) initiate the dispute resolution process in accordance with Section 15.

13.1.1. Termination Costs. In the event this Agreement is terminated for default, Commissions shall pay to Amtrak all fees compensable under Section 5 for VRE

Service and Contract Services performed prior to the effective date of termination, plus Amtrak's reasonable costs of termination.

13.1.2. Cessation of Work. Upon the effective date of a termination for default, Amtrak shall (1) promptly discontinue all Contract Services specified in the notice of intent to terminate (unless that notice directs otherwise), and (2) promptly deliver or otherwise make available to Commissions, upon its request, at no additional cost, all records, data, and information (whether completed or in progress) that Amtrak has compiled or maintained in performing this Agreement, and all equipment, supplies, parts, and materials purchased in connection with performing this Agreement and for which Commissions have reimbursed Amtrak its costs.

13.1.3. Survival of Obligations. No suspension, termination, or cancellation of this Agreement shall release either party from any liability or obligation under the Agreement, whether of indemnity or otherwise, resulting from any acts, omissions, or events happening prior to the effective date of such suspension, termination, or cancellation. Amtrak shall require in any contract it enters into with any subcontractor that no termination or cancellation of that contract shall release the subcontractor from any liability or obligation to Commissions under that contract (whether of indemnity or otherwise) resulting from any acts, omissions or events happening prior to the date of such termination or cancellation.

14. Suspension of Service.

Commissions may suspend application of this Agreement upon sixty (60) days' written notice whenever Commissions determine that it will not have sufficient funds to pay for VRE Service or the Contract Services as required by Section 5 or that such suspension is in the best

interest of Commissions. Amtrak may suspend performance of this Agreement immediately if Amtrak determines that it does not have sufficient funds available to continue operating the Washington Terminal; provided that Amtrak shall consult with Commissions concerning potential funding problems and shall notify Commissions as soon as possible upon learning of any governmental action which makes it likely that sufficient funds will not be available.

Upon suspension of the Agreement, all rights and obligations of the parties hereunder will be suspended for the duration of such period of suspension, except for rights and obligations, whether liquidated, determined, contingent or otherwise, which had arisen prior to or as a result of such termination. To the extent that certain costs are incurred by Amtrak prior to or as a result of the suspension pursuant to the foregoing paragraph, Commissions shall be obligated to pay Amtrak costs incurred thereafter which are directly attributable to the orderly cessation or suspension of VRE Service.

15. Disputes.

15.1. Any dispute, claim, or controversy between the parties hereto relating to the interpretation, application, or implementation of this Agreement shall be submitted to binding arbitration in the following manner:

15.1.1. The party wishing to initiate arbitration shall notify the other in writing of its potential desire to submit the matter to arbitration. Such notice shall contain a statement of the issues.

15.1.2. Within thirty (30) days of such notice, the other party shall respond in writing.

15.1.3. Within thirty (30) days thereafter, the parties shall agree upon the appointment of a neutral arbitrator. If the parties fail to appoint an arbitrator within the

time provided herein, either party may request the Chief Judge of the United States District Court for the District of Columbia appoint the arbitrator.

15.1.4. The arbitrator shall promptly hear and decide the issues submitted in accordance with the rules for commercial arbitration of the American Arbitration Association, giving to both parties' reasonable notice of the time and place of hearing.

15.1.5. The arbitrator shall promptly render a decision and award in writing to the parties.

15.1.6. Any arbitration award rendered hereunder shall be final and binding upon the parties. Judgment upon any such arbitration award may be entered in any United States District Court having jurisdiction over the parties.

15.1.7. Each party shall bear its own costs and expenses of arbitration. The fees of the arbitrator and any other remaining expenses incurred by the arbitrator shall be borne equally by the parties.

15.1.8. The parties agree that every reasonable effort shall be made to obtain the prompt resolution of disputes which are submitted to arbitration pursuant to this Agreement. The parties further specifically agree that neither party shall be entitled to delay the arbitration process significantly by insisting on the application of extensive procedural steps or other actions which cannot clearly be expected to improve the ability of the arbitrators to render a reasonable and fair decision, and agree further that reasonable discovery requests shall not be barred by the foregoing.

15.2. Any dispute, claim, or controversy between the parties hereto relating to the interpretation, application, or implementation of the Policy may be resolved in accordance with the Dispute Resolution provisions of the Policy.

16. Force Majeure.

Amtrak will be excused from performance of its obligations hereunder where such non-performance 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 severe weather preventing performance of an obligation.

17. Labor.

17.1. Amtrak shall, with respect to the access and services provided hereunder, comply with all applicable requirements of federal and state labor laws, including, without limitation, laws relating to minimum wages, limitations upon employment of minors, and payment of wages due employees, and regulations established according to law to protect the health and safety of employees.

17.2. Nothing contained in this Agreement will require Amtrak to perform any service or take any action which would violate any term or condition of any then current labor agreement between Amtrak and any organization representing any of Amtrak's employees or applicable to Amtrak by reason of operation of law. Amtrak will not be in default of this Agreement or any covenant or obligation contained herein by reason of any act or failure to act which is required by the terms of such labor agreements.

17.3. Upon request of Commissions, Amtrak shall provide Commissions with a copy of any signed collective bargaining agreement that involves employees engaged in the access and services provided hereunder and an assessment of the agreement's impact on the access and services provided hereunder, including cost implications. If any collective bargaining agreement provision becomes the subject of arbitration, Amtrak shall, upon the request of Commissions,

provide Commissions with a copy of said award and an assessment of the impact of the award on the access and services provided hereunder.

17.4. Commissions will assume the cost of any labor protection obligation resulting from ordinances or legislation enacted in the future by local, state or federal governments which affect labor protection rights of Amtrak employees attributable to VRE Service. In such an event, Amtrak will pursue efforts to negotiate agreements with its employees or their representatives to minimize the impact of such labor protection obligation or cost to Commissions.

17.5. In the event of a labor dispute which affects the access and services provided hereunder, Amtrak shall use its reasonable best efforts to maintain the access and services at the levels provided herein.

18. Notices.

Any request, demand, authorization, direction, notice, consent, waiver, or other document provided or permitted by this Agreement to be made upon, given or furnished to, or filed with one party by the other party will be in writing and, other than e-mails, will be delivered by hand or be deposited in the mails of the United States, postage prepaid in an envelope addressed as follows:

If to Amtrak:

AVP Infrastructure Access & Investment
National Railroad Passenger Corporation
30th Street Station
2955 Market Street
Philadelphia PA 19104

With Copy to:

Superintendent, Operations (Commuter)
National Railroad Passenger Corporation
900 2nd Street, NE, Suite 107
Washington, D.C. 20002

With Copy to (for purposes of notices under Section 4.6 only):

VP Safety Compliance & Training
National Railroad Passenger Corporation
1 High Speed Way Wilmington, DE 19801

If to Commissions:

Virginia Railway Express
Attention: Chief Executive Officer
1500 King Street, Suite 202
Alexandria, Virginia 22314

Either party may change the address for receipt of notice by notifying the other party in writing of such change.

19. Assignment.

This Agreement may not be assigned by Amtrak or Commissions without the express written consent of the other party.

20. Governing Law.

This Agreement shall be governed and construed in accordance with the laws of the District of Columbia.

21. Entire Agreement.

21.1 No oral statement or prior written matter will have any force or effect with respect to Commissions' use of the Washington Terminal for operation of VRE Service or the Contract Services provided hereunder. The parties hereby acknowledge that they are not relying on any representations or agreements other than those contained in this Agreement. This Agreement will not be modified except in writing subscribed to by both parties.

21.2. The parties acknowledge that there may be changes to the Policy, including a replacement of the Policy, by the NEC Commission (pursuant to NEC Commission rules and procedures) after the effective date of this Agreement. In the event that those changes are mandatory, such changes shall be incorporated into this Agreement by mutually agreed upon written amendment, unless a party notifies the other party, on or before the 60th day after the NEC Commission adopts the change, that it objects to the incorporation of such changes. If a party provides such notice, resolution of the issue, including whether and upon what terms such changes shall be incorporated in this Agreement, shall be pursuant to the dispute-resolution clause (Section 15.2 of this Agreement) , or in accordance with the provisions of 49 U.S.C. section 24905(c)(2), whichever applies.


In the event the Policy allows for negotiation of any costs described herein, Amtrak and the Commissions may also agree, by amendment to this Agreement, to modify the applicable compensation provisions of this Agreement. Amtrak and the Commissions agree that any modified compensation provisions shall not take effect retroactively, unless explicitly mandated or mutually agreed to between the parties.

22. Counterpart Execution


This Agreement may be executed in multiple counterparts, each of which, when so executed and delivered, shall be an original but all such counterparts shall together constitute but one and the same instrument. All signatures need not be on the same counterpart. A facsimile or scanned .pdf signature, if the genuine act of a Party, shall be sufficient to bind a Party to this Agreement.

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

NATIONAL RAILROAD PASSENGER CORPORATION

By: 
Name: William J. Flynn
Title: President and Chief Executive Officer
Date: July 7, 2020

NORTHERN VIRGINIA TRANSPORTATION COMMISSION

By: 
Name: Rich Dalton
Title: Acting Chief Executive Officer
Date: July 4, 2020

POTOMAC AND RAPPAHANNOCK TRANSPORTATION COMMISSION


By: 
Name: Rich Dalton
Title: Acting Chief Executive Officer
Date: July 4, 2020

EXHIBIT 1

Washington Terminal Company stock is owned 100 percent by Amtrak. As of April 20, 2020, WTC directors and officers are as follows:

WTC Directors

Donald A. Stadtler, Jr.

Shawn Gordon

Gretchen M. Kostura

Caroline Decker

Thomas F. Moritz

David J. Handera

Nicholas J. Croce

WTC Officers

President – Shawn Gordon

Corporate Secretary -Vacant

Assistant Secretary – Andres T. Zambrano

General Counsel – Vincent R. Brotski

Treasurer – Nathan A. MacIver

Chief Engineer – Nicholas J. Croce

Real Estate Agent – Vacant

General Manager – Michael Carrino

EXHIBIT 2

VRE SCHEDULES

MANASSAS LINE SCHEDULE

NORTHBOUND MANASSAS TRAINS (M-F)									
TRAIN #	312	354	326	328	330	332	336	338	AMTRAK TRAIN*
BROAD RUN	5:05a	5:25a	6:15a	6:35a	7:20a	7:48a	2:45p	3:10p	—
MANASSAS	5:13	5:43	6:23	6:43	7:28	7:56	2:51	3:16	10:30a
MANASSAS PARK	5:19	5:49	6:29	6:49	7:34	8:02	2:54	—	—
BURKE CENTRE	5:23	6:03	6:41	7:01	7:46	8:14	3:08	—	10:37
ROLLING ROAD	5:38	6:08	6:48	7:08	7:53	8:21	—	—	—
BACKLICK ROAD	5:44	6:14	6:54	7:14	8:00	8:29	—	—	—
ALEXANDRIA	5:59	6:29	7:09	7:29	8:14	8:42	3:30	5:52	11:02
CRYSTAL CITY (L)	6:00	6:38	7:18	7:38	8:23	8:51	—	—	—
L'ENFANT (L)	6:16	6:46	7:26	7:46	8:31	8:59	—	—	11:12
UNION STATION	6:34a	6:14a	7:14a	7:54a	8:39a	9:07a	3:55p	4:25p	11:30a
SOUTHBOUND MANASSAS TRAINS (M-F)									
TRAIN #	301	325	327	329	331	333	335	337	AMTRAK TRAIN*
UNION STATION	6:25a	1:15p	3:45p	6:25p	5:05p	5:30p	6:10p	6:50p	4:50p
L'ENFANT	—	1:23	3:53	6:33	5:13	5:38	6:18	6:58	4:54
CRYSTAL CITY	—	1:30	4:00	6:40	5:20	5:45	6:25	7:05	—
ALEXANDRIA	6:40	1:38	4:08	6:48	5:28	5:53	6:33	7:13	5:11
BACKLICK ROAD	—	1:49	4:19	6:59	5:39	6:04	6:44	7:24	—
ROLLING ROAD (L)	—	1:57	4:27	7:07	5:47	6:12	6:52	7:32	—
BURKE CENTRE (L)	—	2:03	4:33	7:13	5:53	6:18	6:58	7:38	5:30
MANASSAS PARK (L)	—	2:17	4:47	7:27	6:07	6:32	7:12	7:52	—
MANASSAS (L)	7:32	2:24	4:54	7:34	6:14	6:39	7:19	7:59	5:49p
BROAD RUN	7:40a	2:34p	5:04p	7:44p	6:24p	6:49p	7:29p	8:09p	—

FREDERICKSBURG LINE SCHEDULE

NORTHBOUND FREDERICKSBURG TRAINS (M-F)									
TRAIN #	300	302	304	306	308	310	312	314	AMTRAK TRAIN*
SPOTSYLVANIA	4:54a	5:04a	5:20a	5:34a	6:00a	6:20a	7:05a	7:33a	—
FREDERICKSBURG	5:05	5:15	5:31	5:45	6:11	6:31	7:16	7:44	6:56a
LEELAND ROAD	5:12	5:22	5:38	5:52	6:18	6:38	7:23	7:51	—
BROOKE	5:18	5:28	5:44	5:58	6:24	6:44	7:29	7:57	—
QUANTICO	—	5:40	5:56	6:10	6:36	6:56	7:41	8:09	7:16
RIPON	—	5:49	6:05	6:19	6:45	7:05	7:50	8:18	—
WOODBRIDGE	5:40	5:56	6:12	6:26	6:52	7:12	7:57	8:25	7:28
LORTON	—	6:03	6:19	6:33	6:59	7:19	8:04	8:32	—
FRANCONIA/SPRINGFIELD	—	6:11	6:27	6:41	7:07	7:27	8:12	8:40	—
ALEXANDRIA	6:07	6:23	6:39	6:53	7:19	7:39	8:24	8:52	7:52
CRYSTAL CITY (L)	6:16	6:32	6:48	7:02	7:28	7:48	8:33	9:01	—
L'ENFANT (L)	6:24	6:40	6:56	7:10	7:36	7:56	8:41	9:09	8:03
UNION STATION	6:32a	6:48a	7:04a	7:18a	7:44a	8:04a	8:49a	9:17a	8:15a
SOUTHBOUND FREDERICKSBURG TRAINS (M-F)									
TRAIN #	301	303	305	307	309	311	313	315	AMTRAK TRAIN*
UNION STATION	12:52p	3:10p	3:25p	4:10p	4:40p	5:15p	6:00p	6:40p	7:20a
L'ENFANT	1:03	3:18	3:33	4:18	4:48	5:23	6:08	6:48	—
CRYSTAL CITY	1:10	3:25	3:40	4:25	4:55	5:30	6:15	6:55	—
ALEXANDRIA	1:18	3:33	3:48	4:33	5:03	5:38	6:23	7:03	7:38
FRANCONIA/SPRINGFIELD	1:29	3:44	3:59	4:44	5:14	5:49	6:34	7:14	—
LORTON	1:36	3:51	4:06	4:51	5:21	5:56	6:41	7:21	—
WOODBRIDGE	1:44	3:59	4:14	4:59	5:29	6:04	6:49	7:29	—
RIPON	1:50	4:05	4:20	5:05	5:35	6:10	6:55	7:35	—
QUANTICO	2:00	4:15	4:30	5:15	5:45	6:20	7:05	7:45	8:04
BROOKE (L)	2:14	4:29	4:44	5:29	5:59	6:34	7:19	7:59	—
LEELAND ROAD (L)	2:23	4:38	4:53	5:38	6:08	6:43	7:28	8:08	—
FREDERICKSBURG (L)	2:31	4:46	5:01	5:46	6:16	6:51	7:36	8:16	8:23a
SPOTSYLVANIA	2:42p	4:57p	5:12p	5:57p	6:27p	7:02p	7:47p	8:27p	—

S = Special schedule for reduced service days.

L = Train may depart when station work is completed, regardless of scheduled time.

☞ = Train allows full-size bicycles/scooters. Collapsible bicycles/scooters are permitted on all trains.

***** = Available to VRE passengers in possession of a validated Seven-Day, Ten-Ride, TLC, 31-Day Pass or Monthly Ticket and a Step-Up Ticket.

VRE Info: vire.org or 800-RIDE-VRE.

Amtrak Info: amtrak.com or 800-USA-RAIL. Amtrak times are subject to change without notice.

** SOUTHBOUND SEASONAL SCHEDULE

The Seasonal Schedule is effective the first service day after Memorial Day through the last service day prior to Labor Day. Only the southbound trains and stations displayed to the right differ from the above schedule. Should these trains arrive early at these stations, trains may depart early.



TRAIN #	301	303	305	307	309	311
QUANTICO	2:02p	4:17p	4:32p	5:17p	5:47p	6:22p
BROOKE (L)	2:21	4:36	4:51	5:36	6:06	6:41
LEELAND ROAD (L)	2:30	4:45	5:00	5:45	6:15	6:50
FREDERICKSBURG (L)	2:38	4:53	5:08	5:53	6:23	6:58
SPOTSYLVANIA	2:51p	5:06p	5:21p	6:06p	6:36p	7:11p

EXHIBIT 3



VRE/AMTRAK MECHANICAL REPAIR/OTHER SERVICES AUTHORIZATION FORM

ISSUE DATE: _____
ISSUED BY: VRE
REVISED: _____

Purpose of Form: This form must be filled out by Amtrak prior to beginning any repair work or other services on VRE equipment.

Instructions: Check the boxes that apply next to the repairs or other services to be performed. Use a separate form for each unit requiring repair or other services.

If repairs or other services are likely to exceed the Maximum Cost listed for each task, a New Maximum Cost must be filled in and submitted to VRE for authorization. **VRE authorization must be received prior to beginning the repair work or other services if a New Maximum Cost is provided.**

<u>Repair(s)/services to be performed</u>	<u>Maximum Cost pre-authorized by VRE:</u>	<u>New Maximum Cost (requires VRE authorization)</u>
<input type="checkbox"/> Changing a wheel set on a coach	\$3,450	\$_____
<input type="checkbox"/> Changing a traction motor combo (loco)	\$8,625	\$_____
<input type="checkbox"/> Air Brake Repairs	\$4,600	\$_____
<input type="checkbox"/> Other Repair (Describe Below)	\$1,150	\$_____

Description of Other Repair Work: _____

☐ Other Services (Describe Below) \$_____ \$_____

Description of Other Services: _____

Unit #: _____

Comments: _____

Name of Amtrak employee completing form: _____ Date: _____

Authorization (if required): VRE signature _____ Date: _____

(*If authorization is provided by e-mail instead of signature, check this box ___ and attach e-mail to this form)

Actual Cost: \$ _____ (to be filled out by Amtrak Finance following completion of work and submitted with invoice)

EXHIBIT 4

VRE PASSENGERS ON AMTRAK TRAINS

The following sets forth the arrangement between Amtrak and Commissions to allow VRE passengers to ride certain Amtrak intercity trains.

1. VRE monthly, ten-ride, TLC, and five-day tickets, hereafter identified as “multi-ride tickets”, will be accepted on the following Amtrak trains:

<u>Train No.</u>	<u>Service Between:</u>	<u>Days of Operation</u>
66	Fredericksburg & Washington	Mon-Fri
67	Washington & Fredericksburg	Mon-Fri
84	Fredericksburg & Washington	Mon-Fri
85	Washington & Fredericksburg	Mon-Fri
86	Fredericksburg & Washington	Mon-Fri
93	Washington & Fredericksburg	Mon-Thu
94	Fredericksburg & Washington	Mon-Fri
95	Washington & Fredericksburg	Mon-Fri
125	Washington & Fredericksburg	Mon-Fri
171	Washington & Manassas	Mon-Fri
174	Fredericksburg & Washington	Mon-Fri
176	Manassas & Washington	Mon-Fri

2. Valid tickets include:

- 31-Day Pass or Monthly tickets signed by the passenger and issued for the current month. Amtrak will also honor monthly tickets on the first business day following the month for which they were issued.
- TLC tickets stamped with the current month’s date.
- Ten-ride tickets validated with the current date and time. Ten-ride tickets may accommodate multiple passengers with a current validation stamp for each rider.
- Seven-day tickets will be accepted for weekday travel until the marked expiration date on its face.
- Amtrak will not accept single-ride or round-trip tickets, free-ride certificates or other promotional tickets.

3. VRE will issue a “step-up” ticket to all VRE riders using Amtrak trains. VRE riders must present this step-up ticket to the Amtrak conductor in conjunction with a valid VRE ticket. The step-up tickets will be lifted by the Amtrak conductors and will not be returned to VRE.

Commissions will compensate Amtrak in accordance with the terms contained in **Section 5.9** of this Agreement.

4. Specific trains and specific station stops may be deleted from this arrangement with 30 days written notice to the other party in advance of the proposed date of change.

5. The arrangement may be cancelled by either party by giving written notice to the other party at least 30 days in advance of the proposed cancellation date.

6. Amtrak reserves the right to implement assigned seating for Amtrak passengers on any of its trains. Upon implementation of assigned seating, VRE passengers may be asked to relinquish their seat if it has been assigned to an Amtrak passenger.



July 24, 2020

Mr. Rich Dalton
Acting Chief Executive Officer
Virginia Railway Express
1500 King Street Suite 202
Alexandria, Virginia 22314

Re: Access Agreement – Cross Honoring Suspension/Access Agreement Section 5.9 Correction

Dear Mr. Dalton:

This letter serves as notification of a suspension of cross honor arrangements between Amtrak and Virginia Railway Express (VRE) under the 2020 Access Agreement. As you know, we have previously provided a suspension letter dated July 1, 2020 under the 2015 Access Agreement. The suspension is both in response to Amtrak's schedule adjustments related to COVID-19 and in an effort to maintain social distancing to protect passengers and crew. While the 2020 Access Agreement requires either party to provide 30 days' notice for cancellation of the cross-honor arrangement, in light of the current COVID conditions and social distancing requirements, and as we have discussed, the suspension went into effect on Monday July 13, 2020 and remains in place indefinitely.

We are taking measures to ensure social distancing as ridership increases and intend to limit capacity on our trains. This limitation will necessitate further discussions about the cross-honor arrangements as service begins to return to normal. We will continue to keep you informed of any changes that impact your service and trust that you will do the same.

In addition, we propose a correction to Section 5.9 (Commissions' Passengers on Amtrak Trains) of the 2020 Access Agreement. Section 5.9 currently states that the Commissions shall pay Amtrak \$14.26 for each VRE Service passenger carried on Amtrak trains. The corrected rate effective as of 7/1/2020 should be \$13.55 to account for indexing.

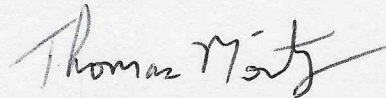
As you know, Amendment No. 4 to the 2015 Access Agreement was executed by the Parties as of June 30, 2020 to extend the term of the 2015 Access Agreement to July 7, 2020 to allow sufficient time for the Parties to execute the 2020 Access Agreement. As the 2020 Access Agreement has now been fully executed, we would also like to confirm that the 2020 VRE Access Agreement is effective as of July 1, 2020.

This letter agreement may be executed and delivered in any number of counterparts, each of which, when executed and delivered shall be deemed an original and all of which together shall constitute the same agreement. Facsimile and pdf signatures will be permitted.

Mr. Rich Dalton
July 24, 2020
Page 2

Please indicate the Commissions' acceptance of the terms of this letter agreement by signing in the space provided below. We thank you for your partnership and appreciate your help and patience as we continue to work through these unique circumstances.


Sincerely,



Thomas Moritz
AVP Infrastructure Access & Investment

ACCEPTED AND AGREED:

NORTHERN VIRGINIA TRANSPORTATION CORPORATION


By: 
Name: Rich Dalton

Title: Acting Chief Executive Officer

Date: July 27, 2020

and

POTOMAC AND RAPPAHANNOCK TRANSPORTATION COMMISSION

By: 
Name: Rich Dalton

Name: Rich Dalton

Title: Acting Chief Executive Officer

Date: July 27, 2020

cc:

Howard Carter – Amtrak
Nancy Miller-Amtrak
Max Toth-Amtrak
Amrita Hill-Amtrak
Elissa Gallo-Amtrak