

Execution Version

**AMENDED AND RESTATED
OPERATING/ACCESS AGREEMENT**

Between

CSX TRANSPORTATION, INC.

and

**NORTHERN VIRGINIA TRANSPORTATION COMMISSION AND POTOMAC AND
RAPPAHANNOCK TRANSPORTATION COMMISSION**

CONCERNING COMMUTER RAIL SERVICE

THIS AMENDED AND RESTATED OPERATING ACCESS AGREEMENT, made and entered into this 30th day of June, 2021 ("Agreement") is by and between CSX TRANSPORTATION, INC., a corporation organized and existing under the laws of the Commonwealth of Virginia, with a principal place of business at 500 Water Street, Jacksonville, Florida 32202 (hereafter the "Railroad"), and the NORTHERN VIRGINIA TRANSPORTATION COMMISSION and the 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 2300 Wilson Boulevard, Suite 620, Arlington, Virginia 22201, and 14700 Potomac Mills Road, Woodbridge, Virginia 22192, respectively (hereinafter, individually, a "Commission" and, collectively, the "Commissions");

EXPLANATORY STATEMENT

A. The Railroad is engaged in the business of providing efficient, reliable freight rail transportation services to industrial and commercial enterprises. The Railroad has the following obligations to its key constituents: (i) to its shippers: to provide high quality, reliable service; (ii) to its employees: to provide a safe place to work where their skills and talents can be fairly and productively utilized; and (iii) to its shareholders:

to engage in efficient operations that will assure superior returns.

B. The Railroad is the owner of a system of railroad lines, including the railroad line between Richmond, Virginia and Washington, D.C. (the "RF&P Subdivision"). The RF&P Subdivision is a fully integrated component of the Railroad's system and serves as a primary link between its operations in the North and South.

C. The Railroad's freight rail operations also promote significant economic interests within the Commonwealth of Virginia and thereby enhance the welfare of its citizens. Within the RF&P Subdivision, the Railroad currently serves substantial utilities and business enterprises, annually transporting thousands of carloads of coal, nonmetallic mineral, paper and food and consumer commodities in a safe and environmentally superior manner. It is the Railroad's intention to attract more traffic off the already overburdened highway system, thus helping ease congestion and reduce pollution.

D. The National Rail Passenger Corporation ("NRPC" or "AMTRAK") also utilizes the RF&P Subdivision to provide intercity passenger rail services, pursuant to its mandate and authority under Federal Law.

E. The Commissions are engaged in planning and operating a high quality, world-class public transportation rail system, known as the Virginia Railway Express ("VRE"), that is reliable, safe

and economical, with financial assistance from the Commonwealth of Virginia (the "Commonwealth") and the United States Government through such agencies as the Federal Transit Administration ("FTA") and the Federal Railroad Administration ("FRA"). The Commissions have become leaders in providing an efficient and environmentally sound alternative to single occupant automobile travel on the overcrowded highway network at a significantly lower cost. By foregoing automobile travel, the Commissions' commuters make a significant contribution in reducing automobile generated pollution, which is responsible for nearly two-thirds of all air pollution in Northern Virginia. The Commissions' commuter rail service is an important component of the region's approach to meeting the air quality standards set by the Federal Government in the Clean Air Act Amendments of 1990. In addition to the mobility provided to the daily commuters and the reduction in air pollution, the Commissions' commuter service is important to the region's economy by providing significant, meaningful employment itself, as well as reliable transportation for commuters to and from important employment centers in Washington, D.C. and Northern Virginia. Energy conservation from this mass transit service also reduces dependence on foreign oil.

F. In view of the potential benefits of commuter rail services to the Commonwealth, the Railroad and the Commissions undertook cooperative efforts to initiate certain commuter rail

services within that portion of the RF&P Subdivision between MP 110.0 (RO Interlocking) and MP 53.2 (XR) (the "Commuter Corridor"), pursuant to an Operating/Access Agreement dated December 1, 1989, between Richmond, Fredericksburg and Potomac Railroad Company (the "Original Agreement"). The Original Agreement was to expire on November 30, 1994, but was extended for additional periods until a new agreement was entered into on January 10, 1995 (the "1995 Agreement").

G. Subsequent to execution of the 1995 Agreement, CSXT assumed and succeeded to the rights and responsibilities of the Consolidated Rail Corporation ("Conrail") under the Operating Agreement with the Commissions dated December 1, 1989 (the "Conrail Agreement"). This enlarged the RF&P Subdivision to include the former Conrail territory with the Commissions' operation commuter services between MP CFP 53.2 (XR) (also referred to as Crossroads) and MP CFP 112.3 (Virginia Avenue Interlocking) (also referred to as CP Virginia). Both the 1995 Agreement and the Conrail Agreement have been amended and extended numerous times through to the present by letter agreements and formal agreements, including the Amendment to Operating/Access Agreement, dated January 31, 2002, and the Amended and Restated Operating/Access Agreement, dated July 1, 2011, and the eight amendments thereto (the "Existing Agreement").

H. Since the start of its operations, the Commissions' commuter rail service was well received by the public and the Commissions expanded its initial commuter rail service to its current service levels, through amendment of the Existing Agreement, the terms of which included a Corridor Improvement Project to construct a new Third Mainline that would increase the amount of capacity available to both freight and passenger rail traffic in the Commuter Corridor.

I. The Virginia Department of Rail and Public Transportation, an executive department of the Commonwealth of Virginia ("DRPT") has negotiated with Railroad to purchase portions of Railroad's right of way and other rights to specified railroad assets, to design and construct certain improvements within the Commuter Corridor, among other locations, for the benefit of one or both parties, to increase intercity and commuter passenger trains operating in the Commuter Corridor and to address operational matters (the "Transaction").

J. To implement the Transaction, the Railroad and DRPT have executed the Transaction Agreements.

K. On May 24, 2021, DRPT assigned to VPRA, and VPRA assumed, the Assigned Agreements. All references to DRPT in this Agreement with respect to such Assigned Agreement shall mean VPRA unless the context clearly means otherwise. In the event VPRA is dissolved, the references to DRPT shall again refer to DRPT.

L. A separate operations and access agreement between DRPT and the Commissions has been executed governing the Commuter Rail Service on Commonwealth-Dispatched Tracks.

M. As part of the Transaction, as certain construction milestones are achieved, as set forth in the Comprehensive Rail Agreement, the Service Plan, attached hereto as Exhibit A, allows for expansion of the Service.

N. In light of the foregoing, the Railroad and the Commissions desire to amend and restate the Existing Agreement in its entirety as set forth in this Agreement.

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

ARTICLE ONE

DEFINITIONS

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

Access Fee: The dollars-per-train-mile compensation rate established in Exhibit C-1 that is multiplied by the scheduled mileage of VRE Trains over the CSXT-Dispatched Tracks, as may be adjusted in accordance with Exhibit C-1. The Access Fee is one component of the Contract Fee.

Amendment Effective Date: Shall be the same date as Sale Date 1, as used in the Comprehensive Rail Agreement.

Assigned Agreements: Means the Comprehensive Rail Agreement, Joint Operating and Maintenance Agreement, Master Engineering Agreement (CSXT), Master Engineering Agreement (DRPT), Master Construction Agreement (CSXT), Master Construction Agreement (DRPT) and Inspection Right of Entry Agreement.

Commonwealth-Dispatched Tracks: The Commonwealth-Owned Tracks that are dispatched on behalf of DRPT by an entity other than Railroad.

Commonwealth-Owned Tracks: The railroad operating facilities in the Commuter Corridor that are owned by the Commonwealth of Virginia, or an agency or political subdivision thereof.

Commuter Corridor: The railroad line between MP CFP 112.3 (Virginia Avenue Interlocking) (also referred to as CP Virginia) and MP CFP 53.2 (XR) (also referred to as Crossroads), it being understood and agreed that this Agreement does not address or contemplate operation of the Service beyond the limits of such railroad line.

Commuter Rail Service: Passenger rail service in an urban area, its suburbs and more distant outlying communities in the applicable greater metropolitan area, excluding (1) urban rapid

transit operations not connected to the general railroad system; and (2) any intercity passenger rail route or service operated by NRPC in the Commonwealth of Virginia.

Comprehensive Rail Agreement: That certain Comprehensive Rail Agreement between CSXT and DRPT made and entered into as of March 26, 2021, as may be amended from time to time, the current version of which, as of the execution date of this Agreement, is attached hereto as Exhibit G. CSXT will provide copies of amendments to the Comprehensive Rail Agreement to the Commissions.

Contract Fee: The Access Fee and the General Supervision Fee set forth in Exhibit C-1, which compensation is payable by the Commissions to Railroad pursuant to Section 5.1(b) for the operation of the Service over the CSXT-Dispatched Tracks.

CSXT-Dispatched Tracks: The railroad operating facilities in the Commuter Corridor that are dispatched and maintained by or on behalf of Railroad, regardless of whether it is CSXT-Owned Tracks or Commonwealth-Owned Tracks. CSXT-Dispatched Tracks includes all CSXT-Owned Tracks and certain Commonwealth-Owned Tracks, including such additional CSXT-Dispatched Tracks as may be constructed as part of the Transaction Agreements that are located in the Commuter Corridor.

CSXT-Owned Tracks: The railroad operating facilities in the Commuter Corridor that are not Commonwealth-Owned Tracks.

Equipment: The locomotives and cars complying with Section 2.4 of this Agreement which are at any time used by the Commissions, or either of them, or by an agent or Operator, to provide rail commuter Service over the Railroad's tracks.

General Supervision Fee: The fee for certain Railroad services, such as a VRE Trainmaster, VRE Commuter Desk Specialist, and general and administrative expenses. It is one component of the Contract Fee.

Joint Operating and Maintenance Agreement: That certain Joint Operating and Maintenance Agreement between CSXT and DRPT dated and effective as of March 26, 2021, as may be amended from time to time, the current version of which, as of the execution date of this Agreement, is attached hereto as Exhibit H. CSXT will provide copies of amendments to the Joint Operating and Maintenance Agreement to the Commissions.

Operator: Shall mean any person, firm, corporation or other legal entity contracting with or utilized by the Commissions to operate all or any part of the Service or to be responsible for providing and supervising on-train personnel for operation of the Equipment and Trains. The term may include one or both of the

Commissions. An Operator must be approved by and remain subject to the continuing approval of the Railroad.

RF&P Subdivision: The RF&P Subdivision consists of the Railroad's railroad line between Richmond, Virginia, and Washington, D.C.

Service: The Service shall consist of all Trains, whether occupied or empty, which are used to provide Commuter Rail Service pursuant to the authority granted by this Agreement or the Transaction Agreements, on the Tracks. Service includes the movement of Trains operated at the times identified in Exhibit A to this Agreement, on the Commuter Corridor, and the movement of Special Trains allowed pursuant to Section 3.1. As the Infrastructure Improvements (as defined in the Comprehensive Rail Agreement) are completed, the Service will be expanded automatically in accordance with Exhibit A, the Comprehensive Rail Agreement, and the Joint Operating and Maintenance Agreement. Service may be amended at any time by written agreement of the parties.

Station Leases: The Station Leases shall consist of the separate Lease Agreements between the Commissions and the Railroad, for the leasing of certain real property for the operation of commuter rail passenger service stations, including those stations enumerated on the annexed Exhibit E, as amended

from time to time. Railroad shall continue to make available to the Commissions those passenger facilities listed in Exhibit E under that certain Master Lease Agreement, dated May 6, 2013, as amended, including specifically an amendment made contemporaneously with this Agreement, and as may be amended from time to time.

Tracks: The Tracks subject to this Agreement shall be the CSXT-Dispatched Tracks, including all signaling facilities, located in the Commuter Corridor, and may be revised by the parties from time to time. With respect to any obligation of the Commissions wherever contained in this Agreement to defend, indemnify, protect, save harmless Railroad, or provide insurance with respect to these obligations or for the benefit of Railroad, any reference to Tracks refers to both CSXT-Dispatched Tracks and Commonwealth-Dispatched Tracks.

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

Transaction Agreements: Means the Comprehensive Rail Agreement, the Joint Operating and Maintenance Agreement, and the

Ancillary Agreements, as defined in the Comprehensive Rail Agreement.

Special Train: Specified in Exhibit F, as may be allowed pursuant to Section 3.1 of this Agreement.

VRE Cure Period: Shall mean the thirty(30) day period after Railroad provides written notice to the Commissions that the Commissions are in default of this Agreement, giving rise to Railroad's right to terminate this Agreement, other than the payment of amounts due under this Agreement, for which the VRE Cure Period shall be five (5) business days.

ARTICLE TWO

CONDITIONS

2.1 This Agreement shall supersede and replace the 1995 Agreement and the Conrail Agreement, and shall be effective as of July 1, 2011, for the term hereof. The Commissions acknowledge that they have executed separate agreements with Norfolk Southern Railway and NRPC, which agreements grant the Commissions the right to operate commuter rail service over the lines of each of those railroads. The Commissions shall promptly provide Railroad with current copies of such agreements and any subsequent amendments thereto, upon the execution of such agreements or amendments.

2.2 In the event that the terms and provisions of any agreement described in Section 2.1 shall at any time be interpreted, modified or amended so as to become more favorable to another railroad contracting with the Commissions than the terms and provisions of this Agreement are to Railroad, Railroad may request the Commissions to modify this Agreement so as to incorporate such interpretation, modification or amendment, in whole or in part, by amendment to this Agreement.

2.3 The Commissions have informed Railroad that they may desire to operate the Service through an agent. Any person, firm, corporation or other legal entity contracting with or utilized by the Commissions to operate all or any part of the Service on the CSXT-Dispatched Tracks shall be an Operator within the meaning of this Agreement, must be approved in advance by Railroad, which approval shall not be unreasonably withheld, and must at all times during the term of this Agreement remain acceptable to Railroad. If at any time an Operator becomes unacceptable to Railroad, Railroad shall notify the Commissions of such unacceptability and the Commissions shall promptly select a new Operator acceptable to Railroad. An Operator must comply at all times with all applicable provisions of this Agreement. The Commissions shall not have the right to assign this Agreement or any portion hereof to any other person or entity, or to permit any person or entity other than Operator acceptable to Railroad to exercise such rights or enter

upon the property of Railroad without the written consent of Railroad. The retention of an Operator by the Commissions shall not relieve the Commissions of any of their obligations under this Agreement.

2.4 (a) Railroad shall have no responsibility, but shall have the right, to inspect any Equipment of the Commissions. Railroad shall have no responsibility to maintain, service or repair any of the Equipment of the Commissions, but all such Equipment shall at all times comply with applicable federal, state and local requirements and with Railroad's standards for locomotives and cars permitted to operate over Railroad's Tracks, which standards, as adopted and revised from time to time by the Railroad in its sole discretion, shall be identified and specified in writing to the Commissions. Upon adoption by Railroad of any revised standards, the Commissions shall be afforded a reasonable notice from Railroad to bring its Equipment into compliance with the revised standards, subject to all requirements of applicable law.

(b) All Equipment used in the Service shall comply with the provisions of the federal Locomotive Inspection Act and the Federal Safety Appliance Acts, as amended, and with all regulations adopted pursuant to either Act. The Commissions and any Operator shall also comply with any other applicable laws, regulations or

rules, state or federal, covering the operation, condition, inspection or safety of the Equipment.

(c) The Commissions shall defend, indemnify, protect and save wholly harmless Railroad, its corporate affiliates, and its and their respective officers, directors, agents and employees from all fines, penalties, costs, expenses and liabilities imposed upon or asserted against Railroad, its corporate affiliates or any of its or their officers, agents or employees as a result of an alleged violation by the Commissions or an Operator of either (i) any of the laws, rules and regulations to which reference is made in Subsection 2.4(b) or (ii) any of the terms of this Agreement.

2.5 (a) Operation of the Service on the CSXT-Dispatched Tracks shall at all times comply with the Railroad's operating rules, safety rules, instructions (including verbal or written directive of the Railroad's operating officers) and other regulations. The Commissions, an Operator and all personnel of either and of the Railroad who are present on the Equipment at any time shall comply fully with the applicable laws, regulations or rules, whether federal, state or local, covering the operation, maintenance, condition, inspection, testing or safety of personnel or Equipment employed in the maintenance and operation of any of the Trains.

(b) The Commissions shall defend, indemnify, protect and save wholly harmless Railroad, its corporate affiliates and

its and their respective officers, director, agents and employees from all fines, penalties, costs, expenses and liabilities imposed upon or asserted against Railroad, its corporate affiliates, or its or their respective officers, directors, agents or employees as the result of an alleged violation by the Commissions or an Operator of any of the laws, rules and regulations to which reference is made in Subsection 2.5(a).

(c) The Commissions shall make such arrangements with Railroad as may be required to ensure that all persons operating Equipment or Trains over the CSXT-Dispatched Tracks must be fully competent, trained and qualified for the tasks they are performing. All persons operating Equipment or Trains must be approved by and remain subject to approval by the Railroad. Upon the request of the Commissions, Railroad shall provide training appropriate to qualify the Operator's crew in accordance with then current Federal certification procedures and operating rules of Railroad, and shall conduct periodic orientation sessions with the participation of Railroad's dispatchers (including the chief dispatcher for the territory) and the Operator's personnel. The Commissions shall pay to Railroad, promptly upon receipt of bills therefore, all expenses incurred by Railroad for qualifying, testing, and maintaining the qualifications of the Operator's personnel and conducting the orientation sessions, pursuant to this Section 2.5(c). In addition, the Commissions shall pay to Railroad

promptly upon receipt of bills all expenses incurred by Railroad for training Railroad personnel as a result of the Service. Reimbursable costs shall include the costs of all labor furnished by Railroad, including pilots, if any. The labor rates shall be set forth in attached Exhibit C-3 and periodically updated by Railroad.

(d) Whenever the Service shall be modified so as by such modification alone to require a change in Railroad's Timetables, Railroad will furnish the Commissions or their designee with Timetables, Switch Keys, Operating Rule Books, Safety Rule Books, and any related publications or material deemed necessary by Railroad, and the Commissions shall pay Railroad the cost of such related publications or material, including, but not limited to the actual cost of printing and distributing new Timetables.

(e) The Commissions, at their sole expenses, shall obtain, install and maintain, in all locomotives used with Commission's Trains operating over the Tracks, functioning radios to transmit and receive appropriate Railroad frequencies.

(f) Any investigation or hearing concerning the violation of any operating rule, safety rule or instructions of Railroad by any of the employees of the Commissions or of its Operator may be attended by any official of the Commissions and of the Operator designated by the Commissions, and any such

investigation or hearing shall be conducted in accordance with any applicable collective bargaining agreements.

(g) Railroad shall have the right to exclude from the CSXT-Dispatched Tracks or Railroad property any employee of the Commissions or its Operator determined by Railroad to be in violation of Railroad's rules, regulations, orders or instructions, whether issued by Timetable, bulletin or otherwise. The Commissions shall indemnify, defend and save wholly harmless Railroad, its corporate affiliates and its and their respective officers, agents and employees from and against any and all claims, liabilities and expenses resulting from such exclusion or from performance by an employee who has been so excluded.

2.6 (a) The Commissions acknowledge that their right to use of the Tracks is subject to Railroad's rights, as set forth in the Transaction Agreements. The Commissions understand that Railroad heretofore granted rights to use of the Tracks to other railroad companies, to NRPC, and to MCI, Plantation Pipeline, and WilTel (which continue through their successors, as applicable), and that the rights herein granted are subject to such prior rights of others and to such rights as the Railroad has granted or may elect, in its sole discretion (subject to the terms of any then-existing Station Lease), to grant in the future to other persons or corporations. The Commissions' right to provide Service on the Commuter Corridor is subsumed by and co-extensive with DRPT's

rights to provide Commuter Rail Service over the Commuter Corridor, as limited by this Agreement and the Commissions' statutory authority. Notwithstanding the foregoing, Railroad acknowledges that the Commissions and Railroad have agreed upon a schedule of operations for the Service as specified in Exhibit A, as such may be amended from time to time under the provisions of this Agreement, much of which Service having been made possible by improvements funded by or on behalf of the Commissions, or which improvements DRPT has agreed to make. The Commissions hereby agree that they will not assert, directly or through any Operator, that the Trains or the Service is entitled to preference over the Railroad's freight operations, or over the freight operation of another railroad company entitled to use the Tracks, or over the intercity passenger trains of NRPC, in the use of any part of the Tracks. Railroad hereby agrees that it will make reasonable efforts to secure adherence to the Service specifications set out in Exhibit A, and as it may be amended, on the Tracks subject to this Agreement. In no event shall Railroad suffer any penalty or incur any damage claim for or arising from delays or disruptions in Service for any reason, including, but not limited to, basic or restorative maintenance or improvements undertaken within the Commuter Corridor, conflicting freight or NRPC intercity passenger services.

(b) Any proposed modification of the Service or of its scheduled operations, will be determined in accordance with Article 3 hereof. Railroad retains exclusive authority to approve or reject, in its sole discretion, appropriate modifications to the Contract Fee whenever the Commissions propose modifications to the Service or to its scheduled operations, other than the additional Service contemplated by Exhibit A.

(c) The Commissions acknowledge that DRPT and Railroad have agreed to establish one or more coordination or management committees, the terms of which are governed by the Joint Operating and Maintenance Agreement. The Commissions will participate in such committees as provided in the Joint Operating and Maintenance Agreement, and the current Joint Operations Committee provided for in the Existing Agreement will dissolve.

2.7 In the event that operation of the Service requires the prior approval of or exemption from regulations by the Surface Transportation Board, the Federal Railroad Administration or any other governmental agency, securing such approval or exemptions shall be the exclusive responsibility of the Commissions. The Commissions shall not commence the Service, either in their own behalf or by means of any third party Operator, until any such approval or exemptions becomes effective. To the extent Railroad deems appropriate, Railroad will make reasonable efforts to

support the actions which the Commission may initiate pursuant to this Section.

2.8 Railroad shall at all times have exclusive control of the management of all operations over the CSXT-Dispatched Tracks. The Commissions recognize that delays or cancellations of the Service due to conflicts with Railroad's freight service, NRPC's intercity passenger service, weather, labor difficulties, track or equipment failure, conflicting schedules or missed connections of NRPC trains, of trains of Railroad, or trains of other railroads entitled to use of the Tracks, or from other causes, are probable. Although Railroad will make reasonable efforts to avoid such delays or cancellations, Railroad shall in no event be responsible for or liable to the Commissions, or its Operator, or any passenger for the consequences of any such delay or cancellation.

2.9 Maintenance of the Tracks will be performed in accordance with the Joint Operating and Maintenance Agreement. Performance by Railroad of its maintenance obligations will occasionally result in delays or cancellations of operations of the commuter rail passenger service. Delays or cancellations so occasioned will not relieve the Commissions of any obligations herein set forth, or give rise to any rights in the Commissions not otherwise set forth herein.

2.10 Clearing of wrecks will be governed by Article 10 of the Joint Operating and Maintenance Agreement unless otherwise agreed

upon by Railroad and the Commissions, with the written consent of DRPT.

2.11 If during the term of this Agreement the CSXT-Owned Tracks should be appropriated or otherwise acquired, in whole or in part, by a governmental body or agency thereof, or by a quasi-public body, all awards or compensation for the CSXT-Owned Tracks or parts thereof resulting from such appropriation or acquisition shall be paid to Railroad subject to the provisions of this Agreement concerning the reimbursement of any federal interest in the CSXT-Owned Tracks. The Commissions shall be entitled to participate in condemnation proceedings to seek recovery of compensation attributable to property which it owns to the extent permissible under applicable law. In the event of a partial appropriation or acquisition as herein contemplated, the parties hereto shall endeavor to reach agreement as to the appropriate adjustment, if any, to the Contract Fee. In the event agreement is not reached, the issue shall be resolved in accordance with the provisions of Article Eleven.

ARTICLE THREE

ACCESS

3.1 Railroad hereby grants to the Commissions, subject to the terms and conditions of this Agreement, the right to use the Tracks with the Commissions' Trains in the provision of the Service, including the Special Trains, set forth in Exhibit A.

With the written consent of the Railroad, and subject to such terms and conditions as the Railroad may prescribe, the Commissions may operate test trains and trains required for employee training. In addition, Railroad may allow, at its sole discretion, the operation of Special Trains by the Commissions in addition to those in Exhibit A, upon the Commissions' request, at the rates set forth on the annexed Exhibit F and upon such other terms and conditions (including, without limitation, the same provisions for and evidence of such indemnification and insurance applicable to other Trains in the Service), as the Railroad may require in its sole discretion.

3.2 The rights granted to the Commissions herein shall relate solely to use of the Tracks of Railroad for the operation of Trains in the provision of the Service. Station Leases regarding the facilities listed in Exhibit E are addressed in a separate Master Lease Agreement.

ARTICLE FOUR

TERM

4.1 The Term of this Agreement commenced as of July 1, 2011 and, as of the Amendment Effective Date, shall be coterminous with the Joint Operating and Maintenance Agreement.

4.2 Termination of this Agreement for any cause shall not relieve any of the parties hereto from any obligations or liabilities accrued under this Agreement as of the time such

termination becomes effective. Without limiting the generality of the foregoing, it is specifically recognized that any obligation on the part of a party to assume financial responsibility, to indemnify and insure or to make a payment of money shall survive termination of this Agreement.

ARTICLE FIVE

PAYMENT

5.1 (a) The premise upon which Railroad and the Commissions have agreed to the continuation of the Service pursuant to this Agreement is that Railroad will permit operation of the Service with the following conditions: (1) the Commissions will make payment to Railroad of the Contract Fee pursuant to Section 5.1(b); and (2) the Railroad (and its licensees, its corporate affiliates and its and their respective officers, agents and employees) will incur no liability or losses from the operation of the Service. Any such claims for recovery of costs incurred or lost revenue must be raised by Railroad within 90 days of such event by written notice to the Commissions as defined in Article 13. The Commissions, therefore, hereby undertake to hold harmless Railroad (which term, as used in this Section 5.1, shall include Railroad, its licensees, its corporate affiliates, and its and their respective officers, agents and employees) against all losses, costs, expenses, obligations, maintenance or discontinuance of the Service. The enumeration of any such costs or expenses and

inclusion of provisions requiring payment to or indemnification of Railroad by the Commissions for such expenses, costs and risks elsewhere in this Agreement shall in no way diminish the liability of the Commissions to compensate or indemnify Railroad for any such costs, liabilities, expenses or obligations as hereafter occur, it being the intent of the parties that Railroad be fully protected, indemnified and made whole by the Commissions against any such costs, expenses, liabilities and obligations so caused or so exacerbated, whether or not specifically described in this Agreement.

(b) In addition to such other sums which accrue under other provisions of this Agreement, the Commissions agree to pay Railroad the Contract Fee in accordance with Exhibit C-1 of this Agreement. The Commissions shall pay the Railroad each month an Access Fee of \$28.26 per train mile on the CSXT-Dispatched Tracks. The Contract Fee may be escalated annually pursuant to Section 5.1(d) below, but otherwise will not be adjusted except by mutual agreement of the parties. The parties acknowledge that, as the Commonwealth undertakes those Infrastructure Improvements set forth in Exhibit E to the Comprehensive Rail Agreement, the Commissions intend to shift incrementally the primary operation of the Service from CSXT-Dispatched Tracks to Commonwealth-Dispatched Tracks, thereby reducing the total number of train miles of CSXT-Dispatched Tracks used by the Commissions to operate the Service.

Accordingly, during the life of this Agreement, the parties anticipate that the total amount of compensation paid by the Commissions to Railroad will likely decrease over time, even though the Contract Fee may escalate annually pursuant to Section 5.1(d) below.

(c) Upon the Commissions' request, Railroad may agree to accept an annual payment of the Contract Fee with an appropriate discount and such other terms that are mutually acceptable to the parties.

(d) On and after July 1, 2021, the Contract Fee may be increased annually by Railroad during the term of this Agreement on each July 1st by the greater of the following amounts:

(i) four percent (4%) per year, calculated on the Contract Fee in effect the previous year; or

(ii) the increase in the CPI Urban Wage Earners and Clerical Workers for Washington, D.C. - Maryland - Virginia between the first quarter of the calendar year in which the adjustment is to occur and the first quarter of the preceding year using the indices available at <https://www.bls.gov/regions/mid-atlantic/data/consumerpriceindexhistorical washingtondc table.htm>.

(e) Payment of the Contract Fee shall be made no less than five (5) days prior to the first day of each month by wire

transfer to such account as Railroad designates in writing to the Commissions.

(f) The amounts payable to the Railroad under this Agreement shall be subject to audit or review for up to three years following payment thereof. Notwithstanding the foregoing, the Contract Fee shall be subject to audit and review only to the extent necessary to verify the number of train miles for the purpose of its variable component.

5.2 In addition to the payments specified hereinabove, the Commissions shall also pay to Railroad monthly, within thirty (30) days of demand when supported by appropriate documentation, any amounts which Railroad shall have failed to earn from or been forced to pay to NRPC pursuant to Appendix V (as it may from time to time be amended) of the Basic Agreement between Railroad and NRPC governing the operation of intercity passenger service over lines of Railroad and attributable to the presence of Equipment, personnel, passengers or property of the Commissions or of an Operator or to the normal or abnormal operation or to the malfunction of the Service while on the CSXT-Dispatched Tracks.

5.3 In addition to the payments specified elsewhere in this Article Five, the Commissions shall also pay to Railroad, within thirty (30) days of demand, when supported by appropriate documentation, any amounts which become due to be so paid pursuant to the provisions of Article Two, Article Seven, Article Eight and

Article Nine. Railroad's reimbursable labor costs shall utilize the approved public rate for overhead percentages that Railroad uses for all such projects.

In addition to the payments specified hereinabove, the Commissions shall also pay to Railroad monthly, within thirty (30) days of receipt by VRE of an invoice, when supported by appropriate documentation, expenses incurred by Railroad for maintenance costs pursuant to the provisions of Section 6.2 hereof.

5.4 Invoices for amounts due to Railroad under this Agreement shall be prepared substantially in accordance with the format annexed to this Agreement as Exhibit C-2, as it may be changed from time to time by Railroad.

5.5 If Railroad is at any time required by law, rule, regulation or ordinance or by order of a court or of any administrative agency to give the commuter rail service priority over Railroad's freight operations or NRPC's intercity passenger service on the CSXT-Dispatched Tracks, the Railroad shall be entitled to terminate this Agreement immediately upon delivery of written notice to the Commissions, unless the Commissions provide Railroad with a legally binding and effective waiver of all such priority as it may relate to the Service and indemnification against all liability attributable to or arising from the Commissions' waiver of, and Railroad's failure to comply within the otherwise applicable priority requirements, which waiver and

indemnification shall be in form and substance acceptable to Railroad in Railroad's sole judgment. Should an event occur which triggers Railroad's rights under this Section 5.6, both parties shall attempt to negotiate, in good faith, a suitable amendment to this Agreement which might avoid the need, in the sole discretion of the Railroad, to exercise its right to immediately terminate this Agreement pursuant to this Section 5.6.

ARTICLE SIX

MAINTENANCE

6.1 Subject to the provisions of Sections 2.7, 2.8 and 2.9 hereof, and excepting force majeure, Railroad shall, during the term of this Agreement, keep and maintain the Tracks as provided in the Joint Operating and Maintenance Agreement. Railroad does not guarantee the condition of the Tracks or that the Service will not be delayed or interrupted. Failure on the part of the Railroad to maintain the Tracks as required in this Article Six, including but not limited to any FRA findings or reports, shall in no event impose any liability on the Railroad (or its licensees, its corporate affiliates, or its or their respective officers, agents or employees), nor shall any such failure absolve the Commissions of any of the obligations imposed upon them by Article Nine hereof.

6.2 The Commissions shall reimburse the Railroad for actual maintenance and inspection costs of certain Tracks, constructed

primarily for the use and benefit of VRE (VRE Crossroads Lead, VRE L'Enfant South Storage Track), as specified in Exhibit B.

ARTICLE SEVEN

CLAIMS SERVICE

7.1 The provision of claims handling service in connection with any aspect of the commuter rail service shall be the exclusive responsibility of the Commissions, and in no event shall the Commissions or its Operator assert any right to require provision of such service from the Railroad or any affiliate thereof.

ARTICLE EIGHT

RAILROAD POLICE

8.1 The provision of the services of railroad police or law enforcement personnel in connection with any aspect of the commuter rail service shall be the exclusive responsibility of the Commissions, and in no event shall the Commissions or any Operator assert any right to require provision of the services of such railroad police or law enforcement personnel from the Railroad or any affiliate thereof.

ARTICLE NINE

RISK OF LIABILITY

9.1 (a) The Commissions shall protect, defend, indemnify and save harmless Railroad from any loss, cost or expense incurred by Railroad (including, but not limited to, lost incentives,

penalties, detour and rerouting expenses), and all liability for death, personal injury or property damage, (including, but not limited to, the property and employees of Railroad, which is attributable in any way to, or which is exacerbated by, the operation of the Service over the CSXT-Dispatched Tracks and the Commonwealth-Dispatched Tracks, or to the presence of cars, equipment, personnel, contractors, agents or passengers of the Commissions or an Operator on or about the Commuter Corridor. The Commissions shall indemnify and save Railroad harmless under this Article Nine whether or not such death, injury or damage is caused, in whole or in part, by the negligence, regardless of its character or degree, of Railroad, and whether the damages are compensatory, punitive or exemplary, provided, that the liability of the Commissions under this Article Nine shall not exceed Three Hundred and Twenty Two Million, Eight Hundred and Sixty Four Thousand and Two Hundred and Twenty Eight Dollars (\$322,864,228.00) (or such greater sum as may be required by the provisions of Section 9.2 hereof) in any one calendar year.

(b) To guarantee payment of their obligations under this Article Nine, the Commissions shall, subject to the approval and continuing supervision of the Division of Risk Management of the Commonwealth of Virginia (the "Division"), procure and at all times maintain a policy or policies of liability insurance, with annual aggregate limits of at least Three Hundred and Twenty Two

Million, Eight Hundred and Sixty Four Thousand and Two Hundred and Twenty Eight Dollars (\$322,864,228.00) (or with such additional limits as may be required by the provisions of Section 9.2 hereof covering the liability assumed by the Commissions under this Article Nine. Such insurance may consist of a program of self-insurance approved and administered by the Division for up to Five Million Dollars (\$5,000,000.00), with the balance of the coverage (at least \$317,864,228.00 in excess of the \$5 million self-insured retention) to be obtained through commercial insurance. All insurance policies shall name Railroad as an insured, shall provide liability insurance covering the liabilities assumed by the Commissions under this Agreement, and shall be endorsed to provide that the insurance company will give Railroad thirty (30) days prior written notice if the policies are to be terminated or modified during the term of this Agreement. The Commissions shall provide Railroad with copies of all commercial insurance policies, including all current endorsements, carried by the Commissions pursuant to this Section 9.1, and a copy of all agreements, including amendments thereto, between the Commissions and the Division relating to the coverage, structure, administration or funding of the Commissions' insurance program at least ten (10) business days before the expiration of any such policy, including all current endorsements. Such copy shall be delivered to:

CSX Transportation, Inc.

500 Water Street

Jacksonville, Florida 32202

Attention: Director - Insurance

(with a copy to its General Counsel at the same address as set forth above).

(c) In accordance with Section 2.2-1839 of the Code of Virginia, the Division has established the Northern Virginia and Potomac Rappahannock Transportation Commissions Commuter Rail Operations Liability Insurance Plan, a copy of which is annexed as Exhibit D (the "Plan"). The Plan is and shall be maintained by the Commissions and administered by the Division in accordance with Section 15.2-4518 of the Virginia Code and constitutes a "liability policy" for the purposes of that Section and Section 15.2-4526 of the Virginia Code. It is the intention of the parties that the Plan provides coverage for all liability which is or may be imposed upon or assumed by the Commissions under this Article Nine. The parties further agree that, subject to the additional criteria set forth in this Article Nine (including, but not limited to Sections 9.1(b), 9.1(d) and 9.2), the Plan is sufficient, as of the date hereof, to fulfill the obligations of the Commissions with respect to the procurement and maintenance of liability insurance pursuant to Section 9.1(b). Notwithstanding the terms and conditions of the Plan and subject to the limits of Virginia

law, the Commissions' obligation set forth herein is absolute and Commissions shall be fully obligated to fully indemnify Railroad for all claims as set forth in Section 9.1 of this Agreement. The Plan shall not be amended without the agreement of the Railroad evidenced by amendment of this Agreement.

(d) The Commissions shall provide to Railroad a copy of all reports which are submitted pursuant to Part B(2) (b) of the Plan. The reports to be made pursuant to Part C(3) of the Plan shall include the balance sheets and income statements of the Trust Fund (as defined by Section 9.1(f)).

(e) If, at any time, the total insurance coverage applicable to the liabilities assumed by the Commissions under this Article Nine falls below Three Hundred and Twenty Two Million, Eight Hundred and Sixty Four Thousand and Two Hundred and Twenty Eight Dollars (\$322,864,228.00) or, because of pending claims, is reasonably expected to fall below Three Hundred and Twenty Two Million, Eight Hundred and Sixty Four Thousand and Two Hundred and Twenty Eight Dollars (\$322,864,228.00) (or, in each case, such greater coverage as may be required by the provisions of Section 9.2), or such coverage is otherwise subject to challenge or diminution for any reason (including, without limitation, court decisions or applicable laws or regulations affecting the validity or enforceability of the Plan or this Article Nine), notice of such fact shall be given promptly by the Division to the

Commissions, the Railroad and the Operator. If the Commissions fail to immediately (i.e., the day of such notice) restore the available insurance coverage to Three Hundred and Twenty Two Million, Eight Hundred and Sixty Four Thousand and Two Hundred and Twenty Eight Dollars (\$322,864,228.00) (or such higher level as may be required by the provisions of Section 9.2), or to otherwise obtain relief from any other causes which may diminish such coverage for any reason, the Service and all rights granted the Commissions under Article Three of this Agreement shall immediately cease and shall not be resumed until the full Three Hundred and Twenty Two Million, Eight Hundred and Sixty Four Thousand and Two Hundred and Twenty Eight Dollars (\$322,864,228.00) in insurance coverage (or such higher levels as may be required by the provisions of Section 9.2) has been obtained; provided, however, the cessation of passenger service shall not occur until after the Railroad has consulted with the Commissions and determined, in its sole judgment, that the coverage specified herein will not be promptly restored; and provided further that the Service and all rights granted the Commissions under Article Three of this Agreement shall immediately cease at any time the total insurance coverage falls below \$317,864,228.00. Any determination by Railroad under this subparagraph (e) shall be conclusive and not subject to challenge by the Commissions.

(f) Pursuant to the Plan, the Division administers the Commuter Rail Operations Liability Insurance Trust Fund (the "Trust Fund") for the purposes of implementing and funding the Commissions' obligations under the Plan and this Article Nine. The Commissions shall ensure that, at all times, the Trust Fund is solvent and adequately funded for the purposes contemplated by this Article Nine, and shall arrange for a review by the Division of the financial condition of such Trust Fund and the commercial insurance and self-insurance maintained under the Plan, from time to time, as requested by Railroad. Such review shall include a written certification to Railroad that the Trust Fund is solvent, and that the Plan's insurance program fails to comply with the requirements of this Article Nine, or that the Trust Fund is not adequately funded, the Division shall promptly give notice of such fact to Railroad, the Commissions and the Operator. If Railroad determines that the Trust Fund is not adequately funded, Railroad may give notice of such fact to the Commissions. If the Commissions fails to immediately (i.e., the day of such notice by the Division or Railroad) provide funding in amounts determined by the Division or by Railroad to be adequate or obtain the required insurance, the Service and all rights of the Commissions under Article Three of this Agreement shall immediately cease until such funding and/or insurance is provided; provided, however, the cessation of passenger service shall not occur until after the

Railroad has consulted with the Commissions and determined, in its sole judgment, that adequate funding and/or insurance will not be promptly restored. Any determination by Railroad under this subparagraph (f) shall be conclusive and not subject to challenge by the Commissions. Notwithstanding the foregoing, in the event that the Division fails to comply with any of the requirements of this Agreement, including but not limited to those set forth in this Article 9, the Commissions shall take all actions, including the commencement of litigation and/or direct purchase of policies of insurance, to prevent a breach of such requirement.

(g) In the event that Railroad determines, in its sole judgment, that either this Article Nine or the Plan (or the insurance coverage provided thereunder) is invalid or unenforceable for any reason, or that the Commissions have otherwise failed to comply with its obligations under this Article Nine, such determination shall constitute a default pursuant to Section 12.2 of this Agreement. Any determination by railroad under this subparagraph (g) shall be conclusive and not subject to challenge by the Commissions.

(h) The term "Railroad," as used in this Article Nine, shall include not only CSX Transportation, Inc., but also its licensees, corporate affiliates and its and their respective officers, directors, agents and employees.

(i) The Commissions policy or policies of liability insurance shall include coverage for Terrorism and Sabotage.

9.2 (a) If, as a result of any statute enacted by the Commonwealth of Virginia or the Federal Government, the minimum liability limitation of Commissions is increased to an amount in excess of \$322,864,228.00, the amount of liability insurance that Commissions are required to procure and maintain in order to guarantee its obligations under this Article or to the general public, is increased to an amount in excess of \$322,864,228.00, then the minimum liability limit of \$322,864,228.00 (or higher amount if increased pursuant to subparagraph 9.2(b) below) set forth in Section 9.1 of this Article shall be automatically increased and the liability insurance shall be amended to reflect such higher amount. If the exposure of the Railroad to liability under this Agreement or under the Station Leases is increased by statute or judicial decision, the limits on the liability of the Commissions pursuant to this Agreement shall be increased proportionately and the limits of the liability insurance carried by the Commissions shall be increased to reflect such increased exposure. As a condition to employing self-insurance to cover such higher amount of increased exposure, the Commissions agree to obtain the advance approval of both the Railroad and the Division. In the event the Commissions fail to obtain and maintain the insurance required by this Section for any reason (including the

unavailability of such insurance), then either party shall have the right to terminate this Agreement by delivery of written notice to the other.

(b) At any time during the term of this Agreement, upon Railroad's request, the parties hereto will review and evaluate the number and cost of claims which have been made against the insurance carried by the Commissions, the actual and potential liabilities incurred by the Commissions for death, personal injury or property damage, any relevant judicial decisions, inflation and current trends in the cost of tort claims, and the likelihood and potential cost of future claims. Based on this review and evaluation, the parties will determine whether there are reasonable grounds to increase the limit of the Commissions' liability under Subsection 9.1(a) or to increase the limits and expand the coverage of the insurance required to be carried by the Commissions under Subsection 9.1(b) and Subsection 9.1(d) hereof. If the parties are unable to agree, the dispute shall be resolved in accordance with the provisions of Article Eleven; provided, however, that in no event shall the liability of the Commissions or the amount of insurance to be carried by the Commissions be reduced below the limits required by Section 9.1 hereof. Any increase in the amount of insurance coverage which results from the application of this Section 9.2 shall automatically cause a

proportionate adjustment to the limits specified in Subsection 9.1(e) hereof.

9.3 Immediately upon the execution and delivery of this Agreement, the parties shall execute and deliver a Station Lease with respect to the station Facilities enumerated in the annexed Exhibit E. It is contemplated that an additional agreement (including Station Leases and amendments thereto) may be entered into between Commissions and Railroad concerning the construction, maintenance, use and removal of certain ancillary facilities, including, among others, stations, platforms, canopies, parking areas and depots, for the accommodation of the Commissions' employees, and particularly passengers. It is understood that the indemnification and insurance provisions of this Article Nine of this Agreement shall apply with respect to such construction, maintenance, use and removal by the Commissions, any Operator, its or their employees, agents, contractors, passengers, invitees and the general public of any such facilities.

9.4 The Commissions expressly understand and agree that their obligations to indemnify Railroad and hold Railroad harmless under the provisions of this Article Nine also extend to and include the obligation to indemnify and hold Railroad harmless from and against any and all damages (including punitive and exemplary damages), penalties, losses, fines, claims, liens, suits, liabilities, costs (including cleanup costs), judgments and

expenses (including attorneys, consultants or expert fees and expenses) of every kind and nature suffered by or asserted against Railroad as a direct or indirect result of or due to the presence or escape of any hazardous materials, substances, wastes or other environmentally regulated substances on or from the Tracks, a Train or Equipment which presence or escape is attributable in any way to, or is exacerbated by, the operation of the Service over the Tracks or the presence of the Commissions' or any Operator's Equipment, personnel or passengers on or about Railroad's property.

9.5 (a) Railroad shall give notice to the Division of Risk Management and to the Commissions as soon as reasonably practicable whenever the Railroad receives credible notice from any party that it is the intention of such party to hold Railroad responsible for an incident for which the Commissions are potentially liable under Section 9.1 hereof.

(b) Railroad agrees: (1) to cooperate in the defense of claims of which it gives the Division of Risk Management notice hereunder; (2) to allow the Division of Risk Management, within its sole discretion, to settle or defend any such claim; and (3) to execute all documents reasonably required to enable the Division of Risk Management to recover amounts paid by the Division of Risk Management on behalf of the Commissions to persons other than Railroad.

ARTICLE TEN

RISK OF LABOR CLAIMS

10.1 The Commissions will indemnify and hold harmless Railroad, its corporate affiliates, and its and their respective officers, agents and employees against any and all costs and payments, including, but not limited to, awards of benefits, back pay, penalty pay, allowances and awards of damages of any kind, however they may be denominated, and all arbitration, administrative and litigation expenses, arising out of claims or grievances made by or on behalf of employees of Railroad, or its corporate affiliates in connection with the implementation, operation or termination of the Service, whether pursuant to employee protective conditions imposed by a governmental agency as conditions for that agency's approval or exemption of the Service or this Agreement, or pursuant to a collective bargaining agreement.

ARTICLE ELEVEN

DISPUTE RESOLUTION

Disputes will be resolved in accordance with Article 24 of the Comprehensive Rail Agreement, as if the Commissions were Railroad's counterparty to that agreement. However, for disputes not involving DRPT, and not reasonably anticipated to involve DRPT, with CSXT's consent, which will not be unreasonably withheld, mediation may take place in Alexandria, Virginia.

ARTICLE TWELVE

DEFAULT

12.1 The following items shall be considered a default by the Commissions under this Agreement:

- (a) Failure on the part of the Commissions or its Operator to comply with the conditions of Article Two related to safety of operations or as provided in Subsection 2.5(a) of Article Two.
- (b) Failure on the part of the Commissions to comply with any of the provisions of Article Nine hereof or the Plan.
- (c) Failure on the part of the Commissions to replace any Operator which becomes unacceptable to Railroad within a reasonable time following notice.
- (d) Failure of the Commissions timely to make any payment required to be made to Railroad under any provision of this Agreement.
- (e) Failure on the part of the Commissions to substantially comply with any of its obligations under this Agreement.

12.2 If the Commissions are in default under this Agreement, CSXT shall provide to the Commissions written notice within five (5) business days of actual knowledge of such default. During a VRE Cure Period, CSXT shall not terminate this Agreement but may provide to the Commissions notice of its intent to terminate this Agreement. However, if CSXT otherwise has cause to terminate this Agreement, CSXT may suspend, as of the date of breach, the Service during a VRE Cure Period until such time as the underlying breach

or default of the Commissions has been cured, or until the VRE Cure Period has expired without cure, at which time CSXT may continue to suspend service or elect any applicable remedy to which it is entitled.

12.3 The parties acknowledge that, under Article 14 of the Comprehensive Rail Agreement, DRPT has the right, but not the obligation, to cure defaults by the Commissions under this Agreement before Railroad may terminate this Agreement.

12.4 Failure on the part of Railroad to substantially comply with its obligations under Article Six of this Agreement shall constitute a default by Railroad giving the Commission the right to terminate this Agreement on ten (10) days prior written notice.

ARTICLE THIRTEEN

NOTICES

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

If to Railroad:

CSX Transportation, Inc.

500 Water Street

Jacksonville, Florida 32202

Attention: Assistant Vice President - Passenger
Services

(with a copy to its General Counsel at the same address
as set forth above)

If to Commissions:

Chief Executive Officer

Virginia Railway Express

1500 King Street, Suite 202

Alexandria, Virginia 22314

(With a copy to the

General Counsel)

Virginia Railway Express

1500 King Street, Suite 202

Alexandria, Virginia 22314

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

ARTICLE FOURTEEN

MISCELLANEOUS

14.1 Force Majeure. Each party will be excused from
performance of any of its obligations hereunder (except Article

Nine), to the other party, where such nonperformance is occasioned by any event beyond its control, which shall include, without limitation, any order, rule or regulations of any federal, state or local government body, agent or instrumentality, work stoppage, accident, natural disaster or civil disorder, provided that the party excused hereunder shall use all reasonable efforts to minimize its nonperformance and to overcome, remedy or remove such event in the shortest practical time. Railroad shall promptly undertake and complete the repair, restoration or replacement of any property which is necessary for the provision of the Service, or for the performance of any of the Railroad's other obligations hereunder which is damaged or destroyed as a result of the force majeure occurrence, subject to the Commissions' agreement to reimburse Railroad for the full cost of such repair, restoration or replacement.

14.2 The article and section headings herein are for convenience only and shall not affect the construction hereof. Neither this Agreement nor any of the terms hereof may be terminated, amended, supplemented, waived or modified orally, but only by an instrument in writing signed by all of the parties hereto, unless a specific provision hereof expressly permits one party to effect termination, amendment, supplementation, waiver or modification hereunder, in which case such change shall be made in accordance with the terms of such provision. All exhibits attached

hereto, and as they may be amended, are integral parts of this Agreement and the provisions set forth in the exhibits shall bind the parties hereto to the same extent as if such provisions had been set forth in their entirety in the main body of this Agreement.

14.3 In the event that any material provision of this Agreement is found to be invalid or unenforceable in any respect, either party may immediately terminate this Agreement by delivery of written notice to the other party.

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

14.5 This Agreement and each and every provision hereof are for the exclusive benefit of the parties hereto and not for the benefit of any third party. Nothing herein contained shall be construed as creating or increasing any right in any third party to recovery by way of damages or otherwise against either of the parties hereto.

14.6 The rights and obligations of the Railroad and the Commissions hereunder may be assigned only with the prior consent of the other party, except in the event of dissolution, merger or other even terminating the existence of either the Railroad as a

corporate entity or one or both of the Commissions, as bodies politic, in which case the rights and obligations of either party hereunder shall be assumed by the party's successor and assigns.

14.7 While it is understood and agreed that the Commissions shall act together in all matters affecting the Service, the rights and obligations of the Commissions hereunder shall be shared jointly and severally.

14.8 This Agreement shall be governed by the laws of the Commonwealth of Virginia.

14.9 CSXT and DRPT have agreed to certain rights and obligations in the Transaction Agreements with respect to dispatching (Article 5 of the Joint Operating and Maintenance Agreement), maintenance (Article 7 of the Joint Operating and Maintenance Agreement), capital improvements (Article 8 of the Joint Operating and Maintenance Agreement, Exhibit E of the Comprehensive Rail Agreement), clearing of wrecks (Article 10 of the Joint Operating and Maintenance Agreement), construction and engineering (the Master Engineering Agreement (CSXT), Master Engineering Agreement (DRPT), Master Development and Construction Agreement (CSXT), and Master Development and Construction Agreement (DRPT)), all of which will apply to the Commuter Corridor. These cited portions of the Transaction Agreements will govern in the event of a conflict with this Agreement.

Except as provided in the previous paragraph, or as otherwise expressly set forth herein, in the event of a conflict between this Agreement, as amended and any of the Transaction Agreements, this Agreement will govern, provided, however, for the avoidance of doubt, Articles 7, 9 and 10 of this Agreement, and any obligation of the Commissions wherever contained in this Agreement to defend, indemnify, protect, save harmless Railroad, or provide insurance with respect to these obligations or for the benefit of Railroad, will control in the event of any conflict between the Transaction Agreements and this Agreement.

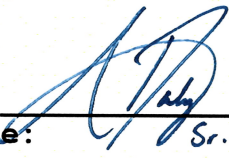
14.10 The parties acknowledge that the action or inactions of DRPT pursuant to the Transaction Agreements may impact the rights and obligations of the Commissions under this Agreement. The Commissions consent to the terms hereof.

IN WITNESS WHEREOF, the Railroad and Commissions have caused their names to be signed hereto by their officers thereunto duly authorized and their seals, duly attested, to be hereunto affixed as of the day and year first above written.

Attest:

CSX TRANSPORTATION, INC.

Sean Craig
Secretary

By: 
Title: Sr. Dir. Passenger Operations

Attest:

NORTHERN VIRGINIA TRANSPORTATION
COMMISSION and POTOMAC AND
RAPPAHANNOCK TRANSPORTATION
COMMISSION

Secretary

By: _____
Title: _____

IN WITNESS WHEREOF, the Railroad and Commissions have caused their names to be signed hereto by their officers thereunto duly authorized and their seals, duly attested, to be hereunto affixed as of the day and year first above written.

Attest:

CSX TRANSPORTATION, INC.

Secretary

By: _____
Title: _____

Attest:

NORTHERN VIRGINIA TRANSPORTATION
COMMISSION and POTOMAC AND
RAPPAHANNOCK TRANSPORTATION
COMMISSION



Secretary


By: 
Title: *Chief Executive Officer*

EXHIBIT A

SERVICE PLAN

UNTIL SERVICE PLAN VERSION 6.0 OR SERVICE PLAN VERSION 6.1 ON THE FOLLOWING PAGES GOES INTO EFFECT, THE SERVICE PLAN SHALL CONSIST OF THE TRAIN SCHEDULES APPEARING AT THE FOLLOWING LINK AS OF THE EFFECTIVE DATE:

<https://www.vre.org/service/schedules/>

Service Plan - Version 6.0

Acquisition Phase Base Schedule - Weekdays

Southbound

Timing of Slot Change				AQ		AQ												
Slot Number	DH	1	3	5	6	6A	8	9	10	11	14	15	16	17	18	19	20	21
Train Type	REG	VRE	REG	REG	AMT	REG	AMT	AMT	VRE	VRE	REG	VRE	AMT	VRE	REG	VRE	VRE	VRE
Slot Activation	AQ	C	C	AQ	C	AQ	C	C	C	C	C	C	C	C	C	C	C	C
Train Number	86-DH	321	67	151	89	183	79	51	301	325	95	303	91	327	125	305	307	329
Final Destination		BRN	NFK	NPN	LD	RNK	LD	LD	SPY	BRN	NFK	SPY	LD	BRN	NPN	SPY	SPY	BRN
UNION STATION		6:35 AM	7:20 AM	8:50 AM	10:00 AM	11:00 AM	11:08 AM	11:15 AM	1:00 PM	1:15 PM	2:30 PM	2:40 PM	3:10 PM	3:20 PM	3:30 PM	3:40 PM	4:00 PM	4:10 PM
L'ENFANT									1:08 PM	1:23 PM	2:34 PM	2:48 PM		3:28 PM	3:36 PM	3:48 PM	4:08 PM	4:18 PM
CRYSTAL CITY									1:15 PM	1:30 PM		2:55 PM		3:35 PM		3:55 PM	4:15 PM	4:25 PM
ALEXANDRIA		6:52 AM	7:39 AM	9:09 AM	10:18 AM	11:19 AM	11:26 AM	11:31 AM	1:23 PM	1:38 PM	2:48 PM	3:03 PM	3:28 PM	3:49 PM		4:03 PM	4:23 PM	4:33 PM
FRANCONIA-SPRINGFIELD									1:34 PM			3:14 PM				4:14 PM	4:34 PM	
LORTON									1:41 PM			3:21 PM				4:21 PM	4:41 PM	
WOODBIDGE			7:59 AM	9:28 AM					1:49 PM		3:07 PM	3:29 PM			4:08 PM	4:29 PM	4:49 PM	
RIPPON									1:53 PM			3:33 PM				4:33 PM	4:53 PM	
POTOMAC SHORES									1:55 PM			3:35 PM				4:35 PM	4:55 PM	
QUANTICO			8:11 AM	9:40 AM			11:56 AM				3:19 PM	3:45 PM			4:22 PM	4:45 PM	5:05 PM	
BROOKE									2:19 PM			3:59 PM				4:59 PM	5:19 PM	
LEELAND ROAD									2:28 PM			4:08 PM				5:08 PM	5:28 PM	
FREDERICKSBURG			8:36 AM	10:05 AM			12:19 PM		2:36 PM		3:43 PM	4:16 PM			4:49 PM	5:16 PM	5:36 PM	
SPOTSYLVANIA									2:47 PM			4:27 PM				5:27 PM	5:47 PM	
ASHLAND			9:19 AM	10:48 AM							4:26 PM				5:32 PM			
STAPLES MILL ROAD	4:41 AM		9:47 AM	11:08 AM	12:19 PM		1:36 PM				4:53 PM		5:22 PM		6:06 PM			
MAIN STREET	5:01 AM			11:40 AM											6:35 PM			
WILLIAMSBURG				12:33 PM											7:27 PM			
NEWPORT NEWS				1:08 PM											7:58 PM			
PETERSBURG			10:23 AM		12:54 PM		2:13 PM				5:30 PM		5:56 PM					
NORFOLK			12:01 PM								7:08 PM							
Notes	Staples Mill-Main Street Deadhead for slot 62	Existing Train	Existing Train- At Acquisition train will switch from NPK to NFK- See notes 1 & 3	Activate at Acquisition- See notes 1 & 3	Existing Train	Activate at Acquisition- See notes 1 & 9	Existing Train	Existing Train	Existing Train	Existing Train	Existing Train- See note 1	Existing Train	Existing Train	Existing Train	Existing Train- See note 1	Existing Train	Existing Train	Existing Train

Southbound (continued)

Timing of Slot Change							AQ				AQ							
Slot Number	23	24	27	28	29	30	32	33	34	35	36	37	38	39	40			
Train Type	VRE	REG	VRE	VRE	VRE	REG	VRE	VRE	VRE	VRE	AMT	VRE	VRE	REG	AMT			
Slot Activation	C	C	C	C	C	C	AQ	C	C	AQ	C	C	C	C	C			
Train Number	309	171	331	311	333	93	NEW	335	313	NEW	19	315	337	85	97			
Final Destination	SPY	RNK	BRN	SPY	BRN	NFK	SPY	BRN	SPY	BRN	LD	SPY	BRN	RVM	LD			
UNION STATION	4:40 PM	4:50 PM	5:10 PM	5:20 PM	5:30 PM	5:40 PM	5:50 PM	6:00 PM	6:10 PM	6:20 PM	6:40 PM	6:50 PM	7:00 PM	7:15 PM	7:25 PM			
L'ENFANT	4:48 PM		5:18 PM	5:28 PM	5:38 PM		5:58 PM	6:08 PM	6:18 PM	6:28 PM		6:58 PM	7:08 PM					
CRYSTAL CITY	4:55 PM		5:25 PM	5:35 PM	5:45 PM		6:05 PM	6:15 PM	6:25 PM	6:35 PM		7:05 PM	7:15 PM					
ALEXANDRIA	5:03 PM	5:11 PM	5:33 PM	5:43 PM	5:53 PM	5:59 PM	6:13 PM	6:23 PM	6:33 PM	6:43 PM	7:01 PM	7:13 PM	7:23 PM	7:32 PM	7:44 PM			
FRANCONIA-SPRINGFIELD	5:14 PM			5:54 PM			6:24 PM		6:44 PM			7:24 PM						
LORTON	5:21 PM			6:01 PM			6:31 PM		6:51 PM			7:31 PM						
WOODBIDGE	5:29 PM			6:09 PM		6:18 PM	6:39 PM		6:59 PM			7:39 PM		7:50 PM				
RIPPON	5:33 PM			6:13 PM			6:43 PM		7:03 PM			7:43 PM						
POTOMAC SHORES	5:35 PM			6:15 PM			6:45 PM		7:05 PM			7:45 PM						
QUANTICO	5:45 PM			6:25 PM		6:31 PM	6:55 PM		7:15 PM			7:55 PM		8:02 PM				
BROOKE	5:59 PM			6:39 PM			7:09 PM		7:29 PM			8:09 PM						
LEELAND ROAD	6:08 PM			6:48 PM			7:18 PM		7:38 PM			8:18 PM						
FREDERICKSBURG	6:16 PM			6:56 PM		7:01 PM	7:26 PM		7:46 PM			8:26 PM		8:31 PM	8:33 PM			
SPOTSYLVANIA	6:27 PM			7:07 PM			7:37 PM		7:57 PM			8:37 PM						
ASHLAND						7:41 PM								9:10 PM				
STAPLES MILL ROAD						8:12 PM								9:32 PM	9:44 PM			
MAIN STREET														9:56 PM				
WILLIAMSBURG														10:52 PM				
NEWPORT NEWS														11:23 PM				
PETERSBURG						8:49 PM									10:18 PM			
NORFOLK						10:27 PM												
Notes	Existing Train	Existing Train- See note 1	Existing Train	Existing Train	Existing Train	Existing Train- See note 1	Activate at Acquisition	Existing Train	Existing Train	Activate at Acquisition	Existing Train	Existing Train	Existing Train	Existing Train- See notes 1,2, & 7	Existing Train			

Note 1	Will be able to make stops at L'Enfant (2030) and Crystal City (2026), once a platform is available. Prior to implementation capacity will be evaluated to ensure capacity for train to stop at L'Enfant
Note 2	Extend Slot 39 (Train 85) to Newport News after completion of Phase 1; corresponding deadhead movement is then eliminated
Note 3	At completion of Phase 1, Slot 3 (Train 67) will return to Newport News; upon completion of Phase 2, Slot 5 (Train 151) will terminate at RVM and Slot 75 (NEW Train) will originate from RVM
Note 7	Train 85 runs Washington-Richmond Main Street Monday-Thursday, Fridays Train 85 runs Washington-Newport News
Note 8	Train 85-DH only operates Monday-Thursday
Note 9	Slot 6A and Slot 79A will be replaced by Slot 4 and Slot 89 at completion of Phase 1. When Phase 1 is complete, Slot 6A and Slot 79A will no longer operate
General Note 1	Richmond to Williamsburg-Newport News and Richmond to Petersburg-Norfolk assume current REG runtimes
General Note 2	Long Distance train runtimes based on published Amtrak schedules
General Note 3	Runtimes for VRE trains are based on current runtimes as outlined in the public timetables
General Note 4	All times, stopping patterns, and slot activation horizons listed are conceptual and may change subject to host railroad approval, changes or delays to infrastructure improvement, and/or Performance Committees feedback
General Note 5	Prior to and after completion of construction projects, the Performance Committees will readjust the schedules to reflect changes to infrastructure
General Note 6	Potomac Shores Station estimated opening in 2022; listed times are passing times for purposes of reference

Acquisition Phase Base Schedule - Weekdays

Northbound

Timing of Slot Change											AQ								
Slot Number	46	47	48	49	51	52	53	54	55	57	59	60	62	64	65	67	68	69	70
Train type	VRE	VRE	VRE	VRE	VRE	AMT	VRE	VRE	VRE	VRE	VRE	VRE	REG	VRE	VRE	VRE	VRE	AMT	REG
Slot Activation	C	C	C	C	C	C	C	C	C	C	AQ	C	C	C	C	C	C	C	C
Train number	322	300	324	302	304	98	326	306	328	308	NEW	310	86	330	312	332	314	20	174
Origin	BRN	SPY	BRN	SPY	SPY	LD	BRN	SPY	BRN	SPY	BRN	SPY	RVM	BRN	SPY	BRN	SPY	LD	NPN
NORFOLK																			
PETERSBURG						3:33 AM													
NEWPORT NEWS																			5:35 AM
WILLIAMSBURG																			5:57 AM
MAIN STREET													5:40 AM						6:50 AM
STAPLES MILL ROAD						4:32 AM							6:05 AM						7:25 AM
ASHLAND													6:19 AM						7:39 AM
SPOTSVYLVANIA		4:52 AM		5:06 AM	5:21 AM			5:41 AM		6:01 AM		6:26 AM			7:06 AM		7:56 AM		
FREDERICKSBURG		5:03 AM		5:17 AM	5:32 AM	5:29 AM		5:52 AM		6:12 AM		6:38 AM	7:02 AM		7:17 AM		8:07 AM		8:26 AM
LEELAND ROAD		5:12 AM		5:24 AM	5:39 AM			5:59 AM		6:19 AM		6:44 AM			7:24 AM		8:14 AM		
BROOKE		5:16 AM		5:30 AM	5:45 AM			6:05 AM		6:25 AM		6:50 AM			7:30 AM		8:20 AM		
QUANTICO				5:43 AM	5:58 AM			6:18 AM		6:38 AM		7:03 AM	7:22 AM		7:43 AM		8:33 AM		8:48 AM
POTOMAC SHORES				5:49 AM	6:04 AM			6:24 AM		6:44 AM		7:09 AM			7:49 AM		8:39 AM		
RIPPON				5:52 AM	6:07 AM			6:27 AM		6:47 AM		7:12 AM			7:52 AM		8:42 AM		
WOODBIDGE		5:38 AM		5:58 AM	6:13 AM			6:33 AM		6:53 AM		7:18 AM	7:36 AM		7:58 AM		8:48 AM		9:02 AM
LORTON				6:05 AM	6:20 AM			6:40 AM		7:00 AM		7:25 AM			8:05 AM		8:55 AM		
FRANCONIA-SPRINGFIELD				6:13 AM	6:28 AM			6:48 AM		7:08 AM		7:33 AM			8:13 AM		9:03 AM		
ALEXANDRIA	5:55 AM	6:05 AM	6:15 AM	6:25 AM	6:40 AM	6:39 AM	6:50 AM	7:00 AM	7:10 AM	7:20 AM	7:35 AM	7:45 AM	8:00 AM	8:15 AM	8:25 AM	8:55 AM	9:15 AM	9:37 AM	9:28 AM
CRYSTAL CITY	6:04 AM	6:14 AM	6:24 AM	6:34 AM	6:49 AM		6:59 AM	7:09 AM	7:19 AM	7:29 AM	7:44 AM	7:54 AM		8:24 AM	8:34 AM	9:04 AM	9:24 AM		
L'ENFANT	6:12 AM	6:22 AM	6:32 AM	6:42 AM	6:57 AM		7:07 AM	7:17 AM	7:27 AM	7:37 AM	7:52 AM	8:02 AM	8:11 AM	8:32 AM	8:42 AM	9:12 AM	9:32 AM		
UNION STATION	6:20 AM	6:30 AM	6:40 AM	6:50 AM	7:05 AM	7:07 AM	7:15 AM	7:25 AM	7:35 AM	7:45 AM	8:00 AM	8:10 AM	8:25 AM	8:40 AM	8:50 AM	9:20 AM	9:40 AM	9:53 AM	9:57 AM
Notes	Exiating Train	Exiating Train	Exiating Train	Exiating Train	Exiating Train	Exiating Train	Exiating Train	Exiating Train	Exiating Train	Exiating Train	Activate at Acquisition	Exiating Train	Exiating Train- See note 1	Exiating Train	Exiating Train	Exiating Train	Exiating Train	Exiating Train	Exiating Train- See note 1

Northbound (continued)

Timing of Slot Change	AQ						AQ		AQ										
Slot Number	71	73	74	77	78	79	79A	80	82	83	84	86	88	DH					
Train type	VRE	REG	REG	REG	AMT	REG	REG	VRE	REG	AMT	VRE	AMT	REG	REG					
Slot Activation	AQ	C	C	C	C	C	REG	C	AQ	C	C	C	C	AQ					
Train number	NEW	84	176	94	92	80	178	336	138	50	338	90	66	85-DH					
Origin	SPY	NFK	RNK	NFK	LD	LD	RNK	BRN	NFK	LD	BRN	LD	NPN						
NORFOLK		6:15 AM		9:30 AM					1:30 PM										
PETERSBURG		7:42 AM		10:57 AM	11:28 AM	1:11 PM			2:57 PM			4:20 PM							
NEWPORT NEWS													4:50 PM						
WILLIAMSBURG													5:11 PM						
MAIN STREET													6:01 PM	11:05 PM					
STAPLES MILL ROAD		8:25 AM		11:38 AM	12:16 PM	2:11 PM			3:38 PM			5:14 PM	6:31 PM	11:25 PM					
ASHLAND		8:39 AM		11:54 AM					3:54 PM				6:45 PM						
SPOTSVYLVANIA	8:26 AM																		
FREDERICKSBURG	8:37 AM	9:26 AM		12:40 PM		3:07 PM			4:41 PM				7:30 PM						
LEELAND ROAD	8:44 AM																		
BROOKE	8:50 AM																		
QUANTICO	9:03 AM	9:48 AM		1:01 PM		3:29 PM			5:03 PM				7:56 PM						
POTOMAC SHORES	9:09 AM																		
RIPPON	9:12 AM																		
WOODBIDGE	9:18 AM	10:01 AM		1:14 PM					5:16 PM				8:11 PM						
LORTON	9:25 AM																		
FRANCONIA-SPRINGFIELD	9:33 AM																		
ALEXANDRIA	9:45 AM	10:32 AM	11:08 AM	1:41 PM	2:04 PM	4:03 PM	4:10 PM	4:32 PM	5:47 PM	6:02 PM	6:18 PM	7:07 PM	8:34 PM						
CRYSTAL CITY	9:54 AM																		
L'ENFANT	10:02 AM																		
UNION STATION	10:10 AM	10:51 AM	11:23 AM	2:04 PM	2:38 PM	4:29 PM	4:30 PM	4:57 PM	6:07 PM	6:19 PM	6:43 PM	7:42 PM	9:03 PM						
Notes	Activate at Acquisition	Exiating Train- See note 1	Exiating Train- See note 1	Exiating Train- See note 1	Exiating Train	Exiating Train	Activate at Acquisition- See note 1	Exiating Train- See note 1	Activate at Acquisition- See note 1	Exiating Train	Exiating Train- See note 1	Exiating Train	Exiating Train- See note 1	Main Street-Staples Mill Deadhead from slot 39- See notes 2 & 8					

Note 1	Will be able to make stops at L'Enfant (2030) and Crystal City (2026), once a platform is available. Prior to implementation capacity will be evaluated to ensure capacity for train to stop at L'Enfant
Note 2	Extend Slot 39 (Train 85) to Newport News after completion of Phase 1; corresponding deadhead movement is then eliminated
Note 3	At completion of Phase 1, Slot 3 (Train 67) will return to Newport News; upon completion of Phase 2, Slot 5 (Train 151) will terminate at RVM and Slot 75 (NEW Train) will originate from RVM
Note 7	Train 85 runs Washington-Richmond Main Street Monday-Thursday, Fridays Train 85 runs Washington-Newport News
Note 8	Train 85-DH only operates Monday-Thursday
Note 9	Slot 6A and Slot 79A will be replaced by Slot 4 and Slot 89 at completion of Phase 1. When Phase 1 is complete, Slot 6A and Slot 79A will no longer operate
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General Note 2	Long Distance train runtimes based on published Amtrak schedules
General Note 3	Runtimes for VRE trains are based on current runtimes as outlined in the public timetables
General Note 4	All times, stopping patterns, and slot activation horizons listed are conceptual and may change subject to host railroad approval, changes or delays to infrastructure improvement, and/or Performance Committees feedback
General Note 5	Prior to and after completion of construction projects, the Performance Committees will readjust the schedules to reflect changes to infrastructure
General Note 6	Potomac Shores Station estimated opening in 2022; listed times are passing times for purposes of reference

Acquisition Phase Base Schedule - Saturday

Southbound

Timing of Slot Change						AQ	AQ							
Slot Number	DH	3W	6	8	9	9A	10W	11W	16	23W	24W	36	37W	40
Train Type	REG	REG	AMT	AMT	AMT	REG	REG	REG	AMT	REG	REG	AMT	AMT	AMT
Slot Activation	AQ	C	C	C	C	AQ	AQ	C	C	C	C	C	C	C
Train Number	164-DH	65	89	79	51	153	143	195	91	145	99	19	87	97
Final Destination		NFK	LD	NC	LD	RNK	NPN	RVM	LD	RNK	NPN	LD	NFK	LD
Days of Operation	SaSu	SaSu	Daily	Daily	Daily	SaSu	SaSu	SaSu	Daily	SaSu	SaSu	Daily	SaSu	Daily
UNION STATION		7:00 AM	10:00 AM	11:08 AM	11:15 AM	12:03 PM	1:51 PM	2:50 PM	3:10 PM	4:35 PM	5:00 PM	6:40 PM	7:00 PM	7:25 PM
L'ENFANT														
CRYSTAL CITY														
ALEXANDRIA		7:24 AM	10:18 AM	11:26 AM	11:31 AM	12:22 PM	2:10 PM	3:07 PM	3:28 PM	4:54 PM	5:18 PM	7:01 PM	7:17 PM	7:44 PM
FRANCONIA-SPRINGFIELD														
LORTON														
WOODBIDGE		7:45 AM					2:29 PM	3:25 PM			5:36 PM		7:36 PM	
RIPPON														
POTOMAC SHORES														
QUANTICO		8:01 AM		11:56 AM			2:43 PM	3:38 PM			5:49 PM		7:48 PM	
BROOKE														
LEELAND ROAD														
FREDERICKSBURG		8:26 AM		12:19 PM			3:10 PM	4:03 PM			6:13 PM		8:13 PM	8:33 PM
SPOTSYLVANIA														
ASHLAND		9:13 AM					3:53 PM	4:46 PM			6:56 PM		8:56 PM	
STAPLES MILL ROAD	5:30 AM	9:34 AM	12:19 PM	1:36 PM			4:27 PM	5:08 PM	5:22 PM		7:19 PM		9:24 PM	9:44 PM
MAIN STREET	5:50 AM						4:56 PM	5:39 PM			7:46 PM			
WILLIAMSBURG							5:48 PM				8:39 PM			
NEWPORT NEWS							6:18 PM				9:12 PM			
PETERSBURG		10:10 AM	12:54 PM	2:13 PM					5:56 PM				10:00 PM	10:18 PM
NORFOLK		11:48 AM											11:38 PM	
Notes	Staples Mill-Main Street Deadhead for slot 66W	Existing Train- See notes 1 & 3	Existing Train- See note 1	Existing Train- See note 1	Existing Train	Activate at Acquisition- See note 1 & 11	Activate at Acquisition and deactivate at slot 1. See notes 1, 10, & 15	Existing Train- See note 1	Existing Train	Existing Train- See note 1	Existing Train- See note 1	Existing Train	Existing Train- See note 1	Existing Train- See note 1

Northbound

Timing of Slot Change									AQ		AQ				
Slot Number	52	66W	69	73W	75W	76W	78	79	80A	83	84W	86	DH	88	DH
Train Type	AMT	REG	AMT	REG	REG	REG	AMT	REG	REG	AMT	REG	AMT	REG	REG	REG
Slot Activation	C	C	C	C	C	C	C	C	AQ	C	AQ	C	AQ	C	C
Train Number	98	164	20	88	194-96	156	92	80	166	50	124	90	195-DH	66	1078-DH
Origin	LD	RVM	LD	NFK	NPN	RNK	LD	LD	RNK	LD	NFK	LD		NPN	
Days of Operation	Daily	SaSu	Daily	SaSu	SaSu	SaSu	Daily	Daily	SaSu	Daily	SaSu	Daily	SaSu	Sa	Fr
NORFOLK				6:15 AM							1:46 PM				11:15 PM
PETERSBURG	3:33 AM			7:42 AM			11:28 AM	1:11 PM			3:13 PM	4:20 PM			12:40 AM
NEWPORT NEWS					8:30 AM									5:05 PM	
WILLIAMSBURG					8:52 AM									5:26 PM	
MAIN STREET		6:10 AM			9:42 AM								5:59 PM	6:21 PM	
STAPLES MILL ROAD	4:32 AM	6:35 AM		8:25 AM	10:19 AM		12:16 PM	2:11 PM			3:54 PM	5:14 PM	6:19 PM	6:51 PM	1:16 AM
ASHLAND		6:50 AM		8:39 AM	10:33 AM						4:09 PM			7:05 PM	
SPOTSYLVANIA															
FREDERICKSBURG	5:29 AM	7:33 AM		9:26 AM	11:18 AM			3:07 PM			4:56 PM			7:50 PM	
LEELAND ROAD															
BROOKE															
QUANTICO		7:55 AM		9:48 AM	11:39 AM			3:29 PM			5:18 PM			8:16 PM	
POTOMAC SHORES															
RIPPON															
WOODBIDGE		8:09 AM		10:02 AM	11:54 AM						5:31 PM			8:31 PM	
LORTON															
FRANCONIA-SPRINGFIELD															
ALEXANDRIA	6:39 AM	8:38 AM	9:37 AM	10:27 AM	12:21 PM	1:22 PM	2:04 PM	4:03 PM	4:10 PM	6:02 PM	6:02 PM	7:07 PM		8:54 PM	
CRYSTAL CITY															
L'ENFANT															
UNION STATION	7:07 AM	9:02 AM	9:53 AM	10:49 AM	12:20 PM	1:37 PM	2:38 PM	4:29 PM	4:30 PM	6:19 PM	6:22 PM	7:42 PM		9:23 PM	
Notes	Existing Train	Existing Train- See note 1	Existing Train	Existing Train- See note 1	Existing Train- See note 1	Existing Train- See note 1	Existing Train	Existing Train	Activate at Acquisition- See notes 1 & 12	Existing Train	Activate at Acquisition- See note 1	Existing Train	Main Street-Staples Mill Deadhead from slot 11W	Existing Train, operates 15 minutes later on Saturday- See note 1	Existing Train

Note 1	Will be able to make stops at L'Enfant (2030) and Crystal City (2026), once a platform is available. Prior to implementation capacity will be evaluated to ensure capacity for train to stop at L'Enfant
Note 3	At completion of Phase 1, Slot 3W (Train 65) will return to Newport News and future Slot 2 will serve Norfolk
Note 10	Adjustments will be needed prior to implementation to account for meet with Slot 88 (Train 66)
Note 11	Slot 9A will be replaced by Slot 4 upon completion of Phase 1. When Phase 1 is complete, Slot 9A will no longer operate
Note 12	Slot 80A will be replaced by Slot 89 upon completion of Phase 1. When Phase 1 is complete, Slot 80A will no longer operate
Note 13	Slot 10W will be replaced by Slot 2 upon completion of Phase 1. Slot 10W will be inactive until the completion of Phase 2 when it is activated as a RVM bound train
General Note 1	Richmond to Williamsburg-Newport News and Richmond to Petersburg-Norfolk assume current REG runtimes
General Note 2	Long Distance train runtimes based on published Amtrak schedules
General Note 3	Runtimes for VRE trains are based on current runtimes as outlined in the public timetables
General Note 4	All times, stopping patterns, and slot activation horizons listed are conceptual and may change subject to host railroad approval, changes or delays to infrastructure improvement, and/or Performance Committees feedback
General Note 5	Prior to and after completion of construction projects, the Performance Committees will readjust the schedules to reflect changes to infrastructure
General Note 6	Potomac Shores Station estimated opening in 2022; listed times are passing times for purposes of reference

Acquisition Phase Base Schedule - Sunday
Southbound

Timing of Slot Change						AQ	AQ								
Slot Number	DH	3W	6	8	9	9A	10W	11W	16	16W	23W	24W	36	37W	40
Train Type	REG	REG	AMT	AMT	AMT	REG	REG	REG	AMT	REG	REG	REG	AMT	AMT	AMT
Slot Activation	AQ	C	C	C	C	AQ	AQ	C	C	C	C	C	C	C	C
Train Number	164-DH	65	89	79	51	153	143	195	91	157	147	99	19	87	97
Final Destination		NFK	LD	NC	LD	RNK	NPN	RVM	LD	NFK	RNK	NPN	LD	NFK	LD
Days of Operation	SaSu	SaSu	Daily	Daily	Daily	SaSu	SaSu	SaSu	Daily	Su	SaSu	SaSu	Daily	SaSu	Daily
UNION STATION		7:00 AM	10:00 AM	11:08 AM	11:15 AM	12:03 PM	1:51 PM	2:50 PM	3:10 PM	4:00 PM	4:35 PM	5:00 PM	6:40 PM	7:00 PM	7:25 PM
L'ENFANT															
CRYSTAL CITY															
ALEXANDRIA		7:24 AM	10:18 AM	11:26 AM	11:31 AM	12:22 PM	2:10 PM	3:07 PM	3:28 PM	4:17 PM	4:54 PM	5:18 PM	7:01 PM	7:17 PM	7:44 PM
FRANCONIA-SPRINGFIELD															
LORTON															
WOODBIDGE		7:45 AM					2:29 PM	3:25 PM		4:36 PM		5:36 PM		7:36 PM	
RIPPON															
POTOMAC SHORES															
QUANTICO		8:01 AM		11:56 AM			2:43 PM	3:38 PM		4:50 PM		5:49 PM		7:48 PM	
BROOKE															
LEELAND ROAD															
FREDERICKSBURG		8:26 AM		12:19 PM			3:10 PM	4:03 PM		5:12 PM		6:13 PM		8:13 PM	8:33 PM
SPOTSYLVANIA															
ASHLAND		9:13 AM					3:53 PM	4:46 PM		5:55 PM		6:56 PM		8:56 PM	
STAPLES MILL ROAD	5:30 AM	9:34 AM	12:19 PM	1:36 PM			4:27 PM	5:08 PM	5:22 PM	6:25 PM		7:19 PM		9:24 PM	9:44 PM
MAIN STREET	5:50 AM						4:56 PM	5:39 PM				7:46 PM			
WILLIAMSBURG							5:48 PM					8:39 PM			
NEWPORT NEWS							6:18 PM					9:12 PM			
PETERSBURG		10:10 AM	12:54 PM	2:13 PM					5:56 PM	7:01 PM				10:00 PM	10:18 PM
NORFOLK		11:48 AM								8:39 PM				11:38 PM	
Notes	Staples Mill-Main Street Deadhead for slot 66W	Existing Train- See notes 1 & 3	Existing Train	Existing Train- See note 1	Existing Train	Activate at Acquisition- See notes 1 & 11	Activate at Acquisition and deactivate at Phase 1- See notes 1, 10 & 13	Existing Train- See note 1	Existing Train	Existing Train- See note 1	Existing Train- See note 1	Existing Train- See note 1	Existing Train	Existing Train- See note 1	Existing Train

Northbound

Timing of Slot Change									AQ		AQ		
Slot Number	52	66W	69	73W	75W	76W	78	79	80A	83	84W	86	DH
Train Type	AMT	REG	AMT	REG	REG	REG	AMT	REG	REG	AMT	REG	AMT	REG
Slot Activation	C	C	C	C	C	C	C	C	AQ	C	AQ	C	AQ
Train Number	98	164	20	88	194-96	156	92	80	166	50	124	90	195-DH
Origin	LD	RVM	LD	NFK	NPN	RNK	LD	LD	RNK	LD	NFK	LD	
Days of Operation	Daily	SaSu	Daily	SaSu	SaSu	SaSu	Daily	Daily	SaSu	Daily	SaSu	Daily	SaSu
NORFOLK				6:15 AM			11:28 AM	1:11 PM			1:46 PM		
PETERSBURG	3:33 AM			7:42 AM							3:13 PM	4:20 PM	
NEWPORT NEWS					8:30 AM								
WILLIAMSBURG					8:52 AM								5:59 PM
MAIN STREET		6:10 AM			9:42 AM								
STAPLES MILL ROAD	4:32 AM	6:35 AM		8:25 AM	10:19 AM		12:16 PM	2:11 PM			3:54 PM	5:14 PM	6:19 PM
ASHLAND		6:50 AM		8:39 AM	10:33 AM						4:09 PM		
SPOTSYLVANIA													
FREDERICKSBURG	5:29 AM	7:33 AM		9:26 AM	11:18 AM		3:07 PM				4:56 PM		
LEELAND ROAD													
BROOKE													
QUANTICO		7:55 AM		9:48 AM	11:39 AM		3:29 PM				5:18 PM		
POTOMAC SHORES													
RIPPON													
WOODBIDGE		8:09 AM		10:02 AM	11:54 AM						5:31 PM		
LORTON													
FRANCONIA-SPRINGFIELD													
ALEXANDRIA	6:39 AM	8:38 AM	9:37 AM	10:27 AM	12:21 PM	1:22 PM	2:04 PM	4:03 PM	4:10 PM	6:02 PM	6:02 PM	7:07 PM	
CRYSTAL CITY													
L'ENFANT													
UNION STATION	7:07 AM	9:02 AM	9:53 AM	10:49 AM	12:20 PM	1:37 PM	2:38 PM	4:29 PM	4:30 PM	6:19 PM	6:22 PM	7:42 PM	
Notes	Existing Train	Existing Train- See note 1	Existing Train	Existing Train- See note 1	Existing Train- See note 1	Existing Train- See note 1	Existing Train	Existing Train	Activate at Acquisition- See notes 1 & 12	Existing Train	Activate at Acquisition- See note 1	Existing Train	Main Street-Staples Mill Deadhead from slot 11W

Note 1	Will be able to make stops at L'Enfant (2030) and Crystal City (2026), once a platform is available. Prior to implementation capacity will be evaluated to ensure capacity for train to stop at L'Enfant
Note 3	At completion of Phase 1, Slot 3W (Train 65) will return to Newport News and future Slot 2 will serve Norfolk
Note 10	Adjustments will be needed prior to implementation to account for meet with Slot 88 (Train 66)
Note 11	Slot 9A will be replaced by Slot 4 upon completion of Phase 1. When Phase 1 is complete, Slot 9A will no longer operate
Note 12	Slot 80A will be replaced by Slot 89 upon completion of Phase 1. When Phase 1 is complete, Slot 80A will no longer operate
Note 13	Slot 10W will be replaced by Slot 2 upon completion of Phase 1. Slot 10W will be inactive until the completion of Phase 2 when it is activated as a RVM bound train
General Note 1	Richmond to Williamsburg-Newport News and Richmond to Petersburg-Norfolk assume current REG runtimes
General Note 2	Long Distance base train runtimes based on published Amtrak schedules
General Note 3	Runtimes for VRE trains are based on current runtimes as outlined in the public timetables
General Note 4	All times, stopping patterns, and slot activation horizons listed are conceptual and may change subject to host railroad approval, changes or delays to infrastructure improvement, and/or Performance Committees feedback
General Note 5	Prior to and after completion of construction projects, the Performance Committees will readjust the schedules to reflect changes to infrastructure
General Note 6	Potomac Shores Station estimated opening in 2022; listed times are passing times for purposes of reference

Phase 1 Base Schedule - Weekdays

Southbound

Timing of Slot Change																		
Slot Number	1	2	3	4	5	6	8	9	10	11	14	15	16	17	18	19	20	21
Train Type	VRE	REG	REG	REG	REG	AMT	AMT	AMT	VRE	VRE	REG	VRE	AMT	VRE	REG	VRE	VRE	VRE
Slot Activation	C	P1	C	AQ	AQ	C	C	C	C	C	C	C	C	C	C	C	C	C
Train Number	321	NEW	67	NEW	151	89	79	51	301	325	95	303	91	327	125	305	307	329
Final Destination	BRN	NFK	NPN	RNK	NPN	LD	LD	LD	SPY	BRN	NFK	SPY	LD	BRN	NPN	SPY	SPY	BRN
UNION STATION	6:35 AM	6:50 AM	7:20 AM	8:40 AM	8:50 AM	10:00 AM	11:08 AM	11:15 AM	1:00 PM	1:15 PM	2:30 PM	2:40 PM	3:10 PM	3:20 PM	3:30 PM	3:40 PM	4:00 PM	4:10 PM
L'ENFANT									1:08 PM	1:23 PM		2:48 PM		3:28 PM		3:48 PM	4:08 PM	4:18 PM
CRYSTAL CITY									1:15 PM	1:30 PM		2:55 PM		3:35 PM		3:55 PM	4:15 PM	4:25 PM
ALEXANDRIA	6:52 AM	7:08 AM	7:38 AM	8:59 AM	9:09 AM	10:18 AM	11:26 AM	11:31 AM	1:23 PM	1:38 PM	2:48 PM	3:03 PM	3:28 PM	3:43 PM	3:49 PM	4:03 PM	4:23 PM	4:33 PM
FRANCONIA-SPRINGFIELD									1:34 PM			3:14 PM				4:14 PM	4:34 PM	
LORTON									1:41 PM			3:21 PM				4:21 PM	4:41 PM	
WOODBIDGE		7:26 AM	7:56 AM		9:28 AM				1:49 PM		3:07 PM	3:29 PM			4:08 PM	4:29 PM	4:49 PM	
RIPPON									1:53 PM			3:33 PM				4:33 PM	4:53 PM	
POTOMAC SHORES									1:55 PM			3:35 PM				4:35 PM	4:55 PM	
QUANTICO		7:38 AM	8:08 AM		9:40 AM		11:56 AM		2:05 PM		3:19 PM	3:45 PM		4:22 PM		4:45 PM	5:05 PM	
BROOKE									2:19 PM			3:59 PM				4:59 PM	5:19 PM	
LEELAND ROAD									2:28 PM			4:08 PM				5:08 PM	5:28 PM	
FREDERICKSBURG		8:02 AM	8:30 AM		10:05 AM		12:19 PM		2:36 PM		3:43 PM	4:16 PM		4:49 PM		5:16 PM	5:36 PM	
SPOTSVLVANIA									2:47 PM			4:27 PM				5:27 PM	5:47 PM	
ASHLAND		8:45 AM	9:13 AM		10:48 AM						4:26 PM			5:32 PM				
STAPLES MILL ROAD		9:07 AM	9:39 AM		11:08 AM		12:19 PM	1:36 PM			4:53 PM		5:22 PM					
MAIN STREET			10:08 AM		11:37 AM									6:35 PM				
WILLIAMSBURG			11:00 AM		12:29 PM										7:27 PM			
NEWPORT NEWS			11:31 AM		1:00 PM										7:58 PM			
PETERSBURG		9:49 AM				12:54 PM	2:13 PM				5:30 PM		5:56 PM					
NORFOLK		11:33 AM									7:08 PM							
Notes	Exiating Train	Activate at Phase 1- See notes 1 & 6	At completion of Phase 1 train will return to NPK- See notes 1 & 3	Slot 4 replaces slot 6A at completion of Phase 1- See note 1 & 6	At completion of Phase 2, train terminates at RVM- See notes 1 & 3	Exiating Train	Exiating Train	Exiating Train	Exiating Train	Exiating Train	Exiating Train- See note 1	Exiating Train	Exiating Train	Exiating Train	Exiating Train- See note 1	Exiating Train	Exiating Train	Exiating Train

Southbound (continued)

Timing of Slot Change	P1			P1					P1	AQ			AQ					P1	P1	P1		
Slot Number	22	23	24	25	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	45
Train Type	VRE	VRE	REG	VRE	VRE	VRE	VRE	REG	VRE	VRE	VRE	VRE	VRE	AMT	VRE	VRE	REG	AMT	VRE	REG	VRE	VRE
Slot Activation	P1	C	C	P1	C	C	C	C	P1	AQ	C	C	AQ	C	C	C	C	C	P1	P1	P1	P1
Train Number	NEW	309	171	NEW	331	311	333	93	NEW	NEW	335	313	NEW	19	315	337	85	97	NEW	129	NEW	NEW
Final Destination	SPY	SPY	RNK	BRN	BRN	SPY	BRN	NFK	BRN	SPY	BRN	SPY	BRN	LD	SPY	BRN	NPN	LD	SPY	RVM	BRN	SPY
UNION STATION	4:20 PM	4:40 PM	4:45 PM	4:50 PM	5:10 PM	5:20 PM	5:30 PM	5:40 PM	5:45 PM	5:50 PM	6:00 PM	6:10 PM	6:20 PM	6:40 PM	6:50 PM	7:00 PM	7:15 PM	7:25 PM	8:00 PM	8:50 PM	9:50 PM	10:20 PM
L'ENFANT	4:28 PM	4:48 PM		4:58 PM	5:18 PM	5:28 PM	5:38 PM		5:53 PM	5:58 PM	6:08 PM	6:18 PM	6:28 PM		6:58 PM	7:08 PM			8:08 PM		9:58 PM	10:28 PM
CRYSTAL CITY	4:35 PM	4:55 PM		5:05 PM	5:25 PM	5:35 PM	5:45 PM		6:00 PM	6:05 PM	6:15 PM	6:25 PM	6:35 PM		7:05 PM	7:15 PM			8:15 PM		10:05 PM	10:35 PM
ALEXANDRIA	4:43 PM	5:03 PM	5:06 PM	5:13 PM	5:33 PM	5:43 PM	5:53 PM	5:59 PM	6:08 PM	6:13 PM	6:23 PM	6:33 PM	6:43 PM	7:01 PM	7:13 PM	7:23 PM	7:32 PM	7:44 PM	8:23 PM	9:09 PM	10:13 PM	10:43 PM
FRANCONIA-SPRINGFIELD	4:54 PM	5:14 PM			5:54 PM					6:24 PM		6:44 PM			7:24 PM				8:34 PM			10:54 PM
LORTON	5:01 PM	5:21 PM			6:01 PM					6:31 PM		6:51 PM			7:31 PM				8:41 PM			11:01 PM
WOODBIDGE	5:09 PM	5:29 PM			6:09 PM		6:18 PM			6:39 PM		6:59 PM			7:39 PM		7:50 PM		8:49 PM	9:27 PM		11:09 PM
RIPPON	5:13 PM	5:33 PM			6:13 PM					6:43 PM		7:03 PM			7:43 PM				8:53 PM			11:13 PM
POTOMAC SHORES	5:15 PM	5:35 PM			6:15 PM					6:45 PM		7:05 PM			7:45 PM				8:55 PM			11:15 PM
QUANTICO	5:25 PM	5:45 PM			6:25 PM		6:31 PM			6:55 PM		7:15 PM			7:55 PM		8:02 PM		9:05 PM	9:39 PM		11:25 PM
BROOKE	5:39 PM	5:59 PM			6:39 PM					7:09 PM		7:29 PM			8:09 PM				9:19 PM			11:39 PM
LEELAND ROAD	5:48 PM	6:08 PM			6:48 PM					7:18 PM		7:38 PM			8:18 PM				9:28 PM			11:48 PM
FREDERICKSBURG	5:56 PM	6:16 PM			6:56 PM		7:01 PM			7:26 PM		7:46 PM			8:26 PM		8:31 PM	8:33 PM	9:36 PM	10:04 PM		11:56 PM
SPOTSVLVANIA	6:07 PM	6:27 PM			7:07 PM					7:37 PM		7:57 PM			8:37 PM				9:47 PM			12:07 AM
ASHLAND							7:41 PM										9:10 PM			10:47 PM		
STAPLES MILL ROAD							8:12 PM										9:32 PM	9:44 PM		11:07 PM		
MAIN STREET																	9:56 PM			11:36 PM		
WILLIAMSBURG																	10:52 PM					
NEWPORT NEWS																	11:23 PM		10:18 PM			
PETERSBURG								8:49 PM														
NORFOLK								10:27 PM														
Notes	Activate at completion of Phase 1	Existing Train	Existing Train- See note 1	Activate at completion of Phase 1	Existing Train	Existing Train	Existing Train	Existing Train- See note 1	Activate at completion of Phase 1	Activate at Acquisition	Existing Train	Existing Train	Activate at Acquisition	Existing Train	Existing Train	Existing Train	Existing Train- See notes 1 & 2	Existing Train	Activate at completion of Phase 1- See note 4	Activate at completion of Phase 1- See note 1	Activate at completion of Phase 1	Activate at completion of Phase 1

Note 1	Will be able to make stops at L'Enfant (2030) and Crystal City (2026), once a platform is available. Prior to implementation capacity will be evaluated to ensure capacity for train to stop at L'Enfant
Note 2	Extend Slot 39 (Train 85) to Newport News after completion of Phase 1; corresponding deadhead movement is then eliminated
Note 3	At completion of Phase 1, Slot 3 (Train 67) will return to Newport News; upon completion of Phase 2, Slot 5 (Train 151) will terminate at RVM and Slot 75 (NEW Train) will originate from RVM
Note 4	Slots 41 and 87 create roundtrips from one-ways as discussed in December 2019
Note 6	At time of publication, there is no NEC slot to connect to or from this train. As future NEC schedules are developed, Performance Committees will make any necessary changes to support connectivity
General Note 1	Richmond to Williamsburg-Newport News and Richmond to Petersburg-Norfolk assume current REG runtimes
General Note 2	Long Distance train runtimes based on published Amtrak schedules
General Note 3	Runtimes for VRE trains are based on current runtimes as outlined in the public timetables
General Note 4	All times, stopping patterns, and slot activation horizons listed are conceptual and may change subject to host railroad approval, changes or delays to infrastructure improvement, and/or Performance Committees feedback
General Note 5	Prior to and after completion of construction projects, the Performance Committees will readjust the schedules to reflect changes to infrastructure
General Note 6	Potomac Shores Station estimated opening in 2022; listed times are passing times for purposes of reference

Phase 1 Base Schedule - Weekdays

Northbound

Timing of Slot Change					P1						P1		P1	AQ		P1							
Slot Number	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	64	65	67	68	69	70
Train type	VRE	VRE	VRE	VRE	VRE	VRE	AMT	VRE	VRE	VRE	VRE	VRE	VRE	VRE	VRE	VRE	REG	VRE	VRE	VRE	VRE	AMT	REG
Slot Activation	C	C	C	C	P1	C	C	C	C	C	P1	C	P1	AQ	C	P1	C	C	C	C	C	C	C
Train number	322	300	324	302	NEW	304	98	326	306	328	NEW	308	NEW	NEW	310	NEW	86	330	312	332	314	20	174
Origin	BRN	SPY	BRN	SPY	BRN	SPY	LD	BRN	SPY	BRN	SPY	SPY	SPY	BRN	SPY	BRN	RVM	BRN	SPY	BRN	SPY	LD	NPN
NORFOLK																							
PETERSBURG							3:33 AM																
NEWPORT NEWS																							5:35 AM
WILLIAMSBURG																							5:57 AM
MAIN STREET																	5:40 AM						6:50 AM
STAPLES MILL ROAD							4:32 AM										6:05 AM						7:25 AM
ASHLAND																	6:19 AM						7:39 AM
SPOTSYLVANIA		4:52 AM		5:06 AM		5:21 AM			5:41 AM		5:51 AM	6:01 AM	6:11 AM		6:26 AM				7:06 AM		7:56 AM		
FREDERICKSBURG		5:03 AM		5:17 AM		5:32 AM	5:29 AM		5:52 AM		6:02 AM	6:12 AM	6:22 AM		6:38 AM		7:02 AM		7:17 AM		8:07 AM		8:26 AM
LEELAND ROAD		5:12 AM		5:24 AM		5:39 AM			5:59 AM		6:09 AM	6:19 AM	6:29 AM		6:44 AM				7:24 AM		8:14 AM		
BROOKE		5:16 AM		5:30 AM		5:45 AM			6:05 AM		6:15 AM	6:25 AM	6:35 AM		6:50 AM				7:30 AM		8:20 AM		
QUANTICO				5:43 AM		5:58 AM			6:18 AM		6:28 AM	6:38 AM	6:48 AM		7:03 AM		7:22 AM		7:43 AM		8:33 AM		8:48 AM
POTOMAC SHORES				5:49 AM		6:04 AM			6:24 AM		6:34 AM	6:44 AM	6:54 AM		7:09 AM				7:49 AM		8:39 AM		
RIPPON				5:52 AM		6:07 AM			6:27 AM		6:37 AM	6:47 AM	6:57 AM		7:12 AM				7:52 AM		8:42 AM		
WOODBIDGE		5:38 AM		5:58 AM		6:13 AM			6:33 AM		6:43 AM	6:53 AM	7:03 AM		7:18 AM		7:36 AM		7:58 AM		8:48 AM		9:02 AM
LORTON				6:05 AM		6:20 AM			6:40 AM		6:50 AM	7:00 AM	7:10 AM		7:25 AM				8:05 AM		8:55 AM		
FRANCONIA-SPRINGFIELD				6:13 AM		6:28 AM			6:48 AM		6:58 AM	7:08 AM	7:18 AM		7:33 AM				8:13 AM		9:03 AM		
ALEXANDRIA	5:55 AM	6:05 AM	6:15 AM	6:25 AM	6:30 AM	6:40 AM	6:39 AM	6:50 AM	7:00 AM	7:05 AM	7:10 AM	7:20 AM	7:30 AM	7:35 AM	7:45 AM	7:55 AM	8:00 AM	8:15 AM	8:25 AM	8:55 AM	9:15 AM	9:37 AM	9:28 AM
CRYSTAL CITY	6:04 AM	6:14 AM	6:24 AM	6:34 AM	6:39 AM	6:49 AM		6:59 AM	7:09 AM	7:14 AM	7:19 AM	7:29 AM	7:39 AM	7:44 AM	7:54 AM	8:04 AM		8:24 AM	8:34 AM	9:04 AM	9:24 AM		
L'ENFANT	6:12 AM	6:22 AM	6:32 AM	6:42 AM	6:47 AM	6:57 AM		7:07 AM	7:17 AM	7:22 AM	7:27 AM	7:37 AM	7:47 AM	7:52 AM	8:02 AM	8:12 AM		8:32 AM	8:42 AM	9:12 AM	9:32 AM		
UNION STATION	6:20 AM	6:30 AM	6:40 AM	6:50 AM	6:55 AM	7:05 AM	7:07 AM	7:15 AM	7:25 AM	7:30 AM	7:35 AM	7:45 AM	7:55 AM	8:00 AM	8:10 AM	8:20 AM	8:25 AM	8:40 AM	8:50 AM	9:20 AM	9:40 AM	9:53 AM	9:57 AM
Notes	Existing Train	Existing Train	Existing Train	Existing Train	Activate at completion of Phase 1	Existing Train	Existing Train	Existing Train	Existing Train	Existing Train	Activate at completion of Phase 1	Existing Train	Activate at completion of Phase 1	Activate at Acquisition	Existing Train	Activate at completion of Phase 1	Existing Train- See note 1	Existing Train	Existing Train	Existing Train	Existing Train	Existing Train	Existing Train- See Note 1

Northbound (continued)

Timing of Slot Change	AQ			P1	P1					P1	AQ				P1		AQ
Slot Number	71	73	74	75	76	77	78	79	80	81	82	83	84	86	87	88	89
Train type	VRE	REG	REG	REG	REG	REG	AMT	REG	VRE	VRE	REG	AMT	VRE	AMT	VRE	REG	REG
Slot Activation	AQ	C	C	P1	P1	C	C	C	C	P1	AQ	C	C	C	P1	C	AQ
Train number	NEW	84	176	NEW	184	94	92	80	336	NEW	138	50	338	90	NEW	66	NEW
Origin	SPY	NFK	RNK	NPN	NPN	NFK	LD	LD	BRN	SPY	NFK	LD	BRN	LD	BRN	NPN	RNK
NORFOLK		6:15 AM				9:30 AM					1:30 PM						
PETERSBURG		7:42 AM				10:57 AM	11:28 AM	1:11 PM			2:57 PM			4:20 PM			
NEWPORT NEWS				7:50 AM	8:15 AM											4:50 PM	
WILLIAMSBURG				8:12 AM	8:37 AM											5:11 PM	
MAIN STREET				9:02 AM	9:30 AM											6:01 PM	
STAPLES MILL ROAD		8:25 AM		9:26 AM	10:05 AM	11:38 AM	12:16 PM	2:11 PM			3:38 PM			5:14 PM		6:31 PM	
ASHLAND		8:39 AM		9:40 AM	10:18 AM	11:54 AM					3:54 PM					6:45 PM	
SPOTSYLVANIA	8:26 AM									4:06 PM							
FREDERICKSBURG	8:37 AM	9:26 AM		10:23 AM	11:05 AM	12:40 PM		3:07 PM		4:17 PM	4:41 PM					7:30 PM	
LEELAND ROAD	8:44 AM									4:24 PM							
BROOKE	8:50 AM									4:30 PM							
QUANTICO	9:03 AM	9:48 AM		10:43 AM	11:27 AM	1:01 PM		3:29 PM		4:43 PM	5:03 PM					7:56 PM	
POTOMAC SHORES	9:09 AM																
RIPPON	9:12 AM																
WOODBIDGE	9:18 AM	10:01 AM		10:57 AM	11:41 AM	1:14 PM				4:58 PM	5:16 PM					8:11 PM	
LORTON	9:25 AM																
FRANCONIA-SPRINGFIELD	9:33 AM																
ALEXANDRIA	9:45 AM	10:32 AM	11:08 AM	11:21 AM	12:07 PM	1:41 PM	2:04 PM	4:03 PM	4:32 PM	5:13 PM	5:47 PM	6:02 PM	6:18 PM	7:07 PM	7:45 PM	8:34 PM	9:29 PM
CRYSTAL CITY	9:54 AM									5:25 PM					7:54 PM		
L'ENFANT	10:02 AM									5:34 PM					8:02 PM		
UNION STATION	10:10 AM	10:51 AM	11:23 AM	11:44 AM	12:39 PM	2:04 PM	2:38 PM	4:29 PM	4:57 PM	5:50 PM	6:07 PM	6:19 PM	6:43 PM	7:42 PM	8:10 PM	9:03 PM	10:00 PM
Notes	Activate at Acquisition	Exiating Train- See note 1	Exiating Train- See note 1	Activate at completion of Phase 1- See notes 1, 3, & 6	Activate at completion of Phase 1- See note 1	Exiating Train- See note 1	Exiating Train	Exiating Train	Exiating Train- See note 1	Activate at completion of Phase 1- See note 1	Activate at Acquisition- See note 1	Exiating Train	Exiating Train- See note 1	Exiating Train	Activate at completion of Phase 1- See notes 1 & 4	Exiating Train- See note 1	Activate at Acquisition- See notes 1 & 6

Note 1	Will be able to make stops at L'Enfant (2030) and Crystal City (2026), once a platform is available. Prior to implementation capacity will be evaluated to ensure capacity for train to stop at L'Enfant
Note 2	Extend Slot 39 (Train 85) to Newport News after completion of Phase 1; corresponding deadhead movement is then eliminated
Note 3	At completion of Phase 1, Slot 3 (Train 67) will return to Newport News; upon completion of Phase 2, Slot 5 (Train 151) will terminate at RVM and Slot 75 (NEW Train) will originate from RVM
Note 4	Slots 41 and 87 create roundtrips from one-ways as discussed in December 2019
Note 6	At time of publication, there is no NEC slot to connect to or from this train. As future NEC schedules are developed, Performance Committees will make any necessary changes to support connectivity
General Note 1	Richmond to Williamsburg-Newport News and Richmond to Petersburg-Norfolk assume current REG runtimes
General Note 2	Long Distance train runtimes based on published Amtrak schedules
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General Note 4	All times, stopping patterns, and slot activation horizons listed are conceptual and may change subject to host railroad approval, changes or delays to infrastructure improvement, and/or Performance Committees feedback
General Note 5	Prior to and after completion of construction projects, the Performance Committees will readjust the schedules to reflect changes to infrastructure
General Note 6	Potomac Shores Station estimated opening in 2022; listed times are passing times for purposes of reference

Phase 1 Base Schedule - Weekends

Southbound

Timing of Slot Change	AQ		AQ						P1	P1			P1	P1	P1	P1			P1	P1		
Slot Number	2	3W	4	6	8	9	11W	16	17W	21	22	23W	24W	27	28	33	34	36	37W	40	41W	42W
Train Type	REG	REG	REG	AMT	AMT	AMT	REG	AMT	REG	VRE	VRE	REG	REG	VRE	VRE	VRE	VRE	AMT	AMT	AMT	REG	REG
Slot Activation	AQ	C	AQ	C	C	C	C	C	C	P1	P1	C	C	P1	P1	P1	P1	C	C	C	P1	P1
Train Number	NEW	65	NEW	89	79	51	195	91	157	329	NEW	145-147	99	331	311	335	313	19	87	97	163/189	149/159
Final Destination	NFK	NPN	RNK	LD	NC	LD	NPN	LD	NFK	BRN	SPY	RNK	NPN	BRN	SPY	BRN	SPY	LD	NFK	LD	NPN	RVM
Days of Operation	Daily	SaSu	Daily	Daily	Daily	Daily	SaSu	Daily	Su	Daily	SaSu	SaSu	SaSu	Daily	Daily	Daily	Daily	Daily	SaSu	Daily	SaSu	SaSu
UNION STATION	6:50 AM	7:00 AM	8:40 AM	10:00 AM	11:08 AM	11:15 AM	2:50 PM	3:10 PM	4:00 PM	4:10 PM	4:20 PM	4:35 PM	5:00 PM	5:10 PM	5:20 PM	6:00 PM	6:10 PM	6:40 PM	7:00 PM	7:25 PM	7:55 PM	9:00 PM
L'ENFANT										4:18 PM	4:28 PM			5:18 PM	5:28 PM	6:08 PM	6:18 PM					
CRYSTAL CITY										4:25 PM	4:35 PM			5:25 PM	5:35 PM	6:15 PM	6:25 PM					
ALEXANDRIA	7:08 AM	7:19 AM	8:59 AM	10:18 AM	11:26 AM	11:31 AM	3:07 PM	3:28 PM	4:17 PM	4:33 PM	4:43 PM	5:07 PM	5:18 PM	5:33 PM	5:43 PM	6:23 PM	6:33 PM	7:01 PM	7:17 PM	7:44 PM	8:12 PM	9:19 PM
FRANCONIA-SPRINGFIELD											4:54 PM				5:54 PM		6:44 PM					
LORTON											5:01 PM				6:01 PM		6:51 PM					
WOODBIDGE	7:26 AM	7:39 AM					3:25 PM		4:36 PM		5:09 PM		5:36 PM		6:09 PM		6:59 PM		7:36 PM		8:30 PM	9:37 PM
RIPPON											5:13 PM				6:13 PM		7:03 PM					
POTOMAC SHORES											5:15 PM				6:15 PM		7:05 PM					
QUANTICO	7:38 AM	7:51 AM			11:56 AM		3:38 PM		4:50 PM		5:25 PM		5:49 PM		6:25 PM		7:15 PM		7:48 PM		8:42 PM	9:49 PM
BROOKE											5:39 PM				6:39 PM		7:29 PM					
LEELAND ROAD											5:48 PM				6:48 PM		7:38 PM					
FREDERICKSBURG	8:02 AM	8:16 AM			12:19 PM		4:03 PM		5:12 PM		5:56 PM		6:13 PM		6:56 PM		7:46 PM		8:13 PM	8:33 PM	9:07 PM	10:14 PM
SPOTSVLVANIA											6:07 PM				7:07 PM		7:57 PM					
ASHLAND	8:45 AM	8:59 AM					4:46 PM		5:55 PM				6:56 PM						8:56 PM		9:50 PM	10:57 PM
STAPLES MILL ROAD	9:07 AM	9:27 AM		12:19 PM	1:36 PM		5:08 PM	5:22 PM	6:25 PM				7:19 PM						9:24 PM	9:44 PM	10:12 PM	11:17 PM
MAIN STREET		9:59 AM					5:39 PM						7:46 PM								10:41 PM	11:46 PM
WILLIAMSBURG		10:52 AM					6:31 PM						8:39 PM								11:33 PM	
NEWPORT NEWS		11:27 AM					7:02 PM						9:12 PM								12:04 AM	
PETERSBURG	9:49 AM			12:54 PM	2:13 PM			5:56 PM	7:01 PM										10:00 PM	10:18 PM		
NORFOLK	11:33 AM								8:39 PM										11:38 PM			
Notes	Replaces slot 10W at completion of Phase 1- See notes 1 & 3	Existing Train- See note 3	Activate at Acquisition- See note 1 & 6	Existing Train	Existing Train- See note 1	Existing Train	Extend to NPN upon completion of Phase 1- See note 1	Existing Train	Existing Train- See note 1	Activate slot on weekends at completion of Phase 1	Activate slot on weekends at completion of Phase 1	Existing Train- See note 1	Existing Train- See note 1	Activate slot on weekends at completion of Phase 1	Activate slot on weekends at completion of Phase 1	Activate slot on weekends at completion of Phase 1	Activate slot on weekends at completion of Phase 1	Existing Train	Existing Train- See note 1	Existing Train	Activate at completion of Phase 1- See note 1	Activate at completion of Phase 1- See note 1

Northbound

Timing of Slot Change		P1	P1		P1			P1	P1	P1		P1				P1			AQ			AQ	
Slot Number	52	64	65	66W	67	68W	69	70W	71W	72W	73W	74W	75W	76W	78	79W	79	83	84W	86	88	89	DH
Train Type	AMT	VRE	VRE	REG	VRE	REG	AMT	VRE	VRE	VRE	REG	REG	REG	REG	AMT	REG	REG	AMT	REG	AMT	REG	REG	REG
Slot Activation	C	P1	P1	C	P1	C	C	P1	P1	P1	C	P1	C	C	C	P1	C	C	AQ	C	C	AQ	C
Train Number	98	330	312	164	332	82	20	NEW	NEW	NEW	88	140	194/96	156	92	126/146	80	50	124	90	66	NEW	1078-DH
Origin	LD	BRN	SPY	RVM	BRN	RVM	LD	SPY	BRN	SPY	NFK	NPN	NPN	RNK	LD	RVM	LD	LD	NFK	LD	NPN	RNK	
Days of Operation	Daily	Daily	Daily	SaSu	Daily	Sa	Daily	SaSu	SaSu	SaSu	SaSu	SaSu	SaSu	SaSu	Daily	SaSu	Daily	Daily	SaSu	Daily	Sa	Daily	Fr
NORFOLK											6:15 AM								1:46 PM				11:15 PM
PETERSBURG	3:33 AM										7:42 AM				11:28 AM		1:11 PM		3:13 PM	4:20 PM			12:40 AM
NEWPORT NEWS												7:50 AM	8:30 AM									5:05 PM	
WILLIAMSBURG												8:12 AM	8:52 AM									5:26 PM	
MAIN STREET				6:10 AM		7:15 AM						9:02 AM	9:42 AM			12:37 PM						6:21 PM	
STAPLES MILL ROAD	4:32 AM			6:35 AM		7:44 AM					8:25 AM	9:26 AM	10:19 AM		12:16 PM	1:12 PM	2:11 PM		3:54 PM	5:14 PM	6:51 PM		1:16 AM
ASHLAND				6:50 AM		7:58 AM					8:39 AM	9:40 AM	10:33 AM			1:26 PM			4:09 PM		7:05 PM		
SPOTSVLVANIA			7:06 AM					8:16 AM		8:56 AM													
FREDERICKSBURG	5:29 AM		7:17 AM	7:33 AM		8:42 AM		8:27 AM		9:07 AM	9:26 AM	10:23 AM	11:18 AM			2:13 PM	3:07 PM		4:56 PM		7:50 PM		
LEELAND ROAD			7:24 AM					8:34 AM		9:14 AM													
BROOKE			7:30 AM					8:40 AM		9:20 AM													
QUANTICO			7:43 AM	7:55 AM		9:03 AM		8:53 AM		9:33 AM	9:48 AM	10:43 AM	11:39 AM			2:35 PM	3:29 PM		5:18 PM		8:16 PM		
POTOMAC SHORES			7:49 AM					8:59 AM		9:39 AM													
RIPPON			7:52 AM					9:02 AM		9:42 AM													
WOODBIDGE			7:58 AM	8:09 AM		9:13 AM		9:08 AM		9:48 AM	10:02 AM	10:57 AM	11:54 AM			2:49 PM			5:31 PM		8:31 PM		
LORTON			8:05 AM					9:15 AM		9:55 AM													
FRANCONIA-SPRINGFIELD			8:13 AM					9:23 AM		10:03 AM													
ALEXANDRIA	6:39 AM	8:15 AM	8:25 AM	8:38 AM	8:55 AM	9:33 AM	9:37 AM	9:35 AM	9:55 AM	10:15 AM	10:27 AM	11:21 AM	12:21 PM	1:22 PM	2:04 PM	3:15 PM	4:03 PM	6:02 PM	6:02 PM	7:07 PM	8:54 PM	9:29 PM	
CRYSTAL CITY		8:24 AM	8:34 AM		9:04 AM			9:44 AM	10:04 AM	10:24 AM													
L'ENFANT		8:32 AM	8:42 AM		9:12 AM			9:52 AM	10:12 AM	10:32 AM													
UNION STATION	7:07 AM	8:40 AM	8:50 AM	9:02 AM	9:20 AM	9:55 AM	9:53 AM	10:00 AM	10:20 AM	10:40 AM	10:51 AM	11:44 AM	12:42 PM	1:37 PM	2:38 PM	3:40 PM	4:29 PM	6:19 PM	6:22 PM	7:42 PM	9:23 PM	10:00 PM	
Notes	Existing Train	Activate slot on weekends at completion of Phase 1	Activate slot on weekends at completion of Phase 1	Existing Train- See note 1	Activate slot on weekends at completion of Phase 1	Existing Train- See note 1	Existing Train	Activate slot on weekends at completion of Phase 1	Activate slot on weekends at completion of Phase 1	Activate slot on weekends at completion of Phase 1	Existing Train- See note 1	Activate at completion of Phase 1- See note 1	Existing Train- See note 1	Existing Train- See note 1	Existing Train	Activate at completion of Phase 1- See note 1	Existing Train	Existing Train	Activate at Acquisition- See note 1	Existing Train	Existing Train, operates 15 minutes later on Saturday- See note 1	Activate at Acquisition- See notes 1 & 6	Existing Train

Note 1	Will be able to make stops at L'Enfant (2030) and Crystal City (2026), once a platform is available. Prior to implementation capacity will be evaluated to ensure capacity for train to stop at L'Enfant
Note 3	At completion of Phase 1, Slot 3W (Train 65) will return to Newport News and future Slot 2 will serve Norfolk
Note 6	At time of publication, there is no NEC slot to connect to or from this train. As future NEC schedules are developed, Performance Committees will make any necessary changes to support connectivity
General Note 1	Richmond to Williamsburg-Newport News and Richmond to Petersburg-Norfolk assume current REG runtimes
General Note 2	Long Distance train runtimes based on published Amtrak schedules
General Note 3	Runtimes for VRE trains are based on current runtimes as outlined in the public timetables
General Note 4	All times, stopping patterns, and slot activation horizons listed are conceptual and may change subject to host railroad approval, changes or delays to infrastructure improvement, and/or Performance Committees feedback
General Note 5	Prior to and after completion of construction projects, the Performance Committees will readjust the schedules to reflect changes to infrastructure
General Note 6	Potomac Shores Station estimated opening in 2022; listed times are passing times for purposes of reference

Phase 2 Base Schedule - Weekdays

Southbound

Timing of Slot Change		P1		AO	AO		P2					P2	P2								
Slot Number	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
Train Type	VRE	REG	REG	REG	REG	AMT	REG	AMT	AMT	VRE	VRE	REG	VRE	REG	VRE	AMT	VRE	REG	VRE	VRE	VRE
Slot Activation	C	P1	C	AO	AO	C	P2	C	C	C	C	P2	P2	C	C	C	C	C	C	C	C
Train Number	321	NEW	67	NEW	151	89	111	79	51	301	325	141	NEW	95	303	91	327	125	305	307	329
Final Destination	BRN	NFK	NPN	RNK	RVM	LD	RVM	LD	LD	SPY	BRN	RVM	SPY	NFK	SPY	LD	BRN	NPN	SPY	SPY	BRN
UNION STATION	6:35 AM	6:50 AM	7:20 AM	8:40 AM	8:50 AM	10:00 AM	10:24 AM	11:08 AM	11:15 AM	1:00 PM	1:15 PM	1:50 PM	2:05 PM	2:30 PM	2:40 PM	3:10 PM	3:20 PM	3:30 PM	3:40 PM	4:00 PM	4:10 PM
L'ENFANT										1:08 PM	1:23 PM		2:13 PM		2:48 PM		3:28 PM		3:48 PM	4:08 PM	4:18 PM
CRYSTAL CITY										1:15 PM	1:30 PM		2:20 PM		2:55 PM		3:35 PM		3:55 PM	4:15 PM	4:25 PM
ALEXANDRIA	6:52 AM	7:08 AM	7:38 AM	8:59 AM	9:09 AM	10:18 AM	10:43 AM	11:26 AM	11:31 AM	1:23 PM	1:38 PM	2:09 PM	2:28 PM	2:48 PM	3:03 PM	3:28 PM	3:43 PM	3:49 PM	4:03 PM	4:23 PM	4:33 PM
FRANCONIA-SPRINGFIELD										1:34 PM			2:39 PM		3:14 PM				4:14 PM	4:34 PM	
LORTON										1:41 PM			2:46 PM		3:21 PM				4:21 PM	4:41 PM	
WOODBIDGE		7:26 AM	7:56 AM		9:28 AM		11:01 AM			1:49 PM		2:27 PM	2:54 PM	3:07 PM	3:29 PM			4:08 PM	4:29 PM	4:49 PM	
RIPPON										1:53 PM			3:00 PM		3:33 PM				4:33 PM	4:53 PM	
POTOMAC SHORES										1:55 PM					3:35 PM				4:35 PM	4:55 PM	
QUANTICO		7:38 AM	8:08 AM		9:40 AM		11:13 AM	11:56 AM		2:05 PM		2:39 PM	3:10 PM	3:19 PM	3:45 PM			4:22 PM	4:45 PM	5:05 PM	
BROOKE										2:19 PM			3:24 PM		3:59 PM				4:59 PM	5:19 PM	
LEELAND ROAD										2:28 PM			3:33 PM		4:08 PM				5:08 PM	5:28 PM	
FREDERICKSBURG		8:02 AM	8:30 AM		10:05 AM		11:38 AM	12:19 PM		2:36 PM		3:04 PM	3:41 PM	3:43 PM	4:16 PM			4:49 PM	5:16 PM	5:36 PM	
SPOTSYLVANIA										2:47 PM			3:52 PM		4:27 PM				5:27 PM	5:47 PM	
ASHLAND		8:45 AM	9:13 AM		10:48 AM		12:21 PM					3:46 PM		4:26 PM				5:32 PM			
STAPLES MILL ROAD		9:07 AM	9:39 AM		11:08 AM	12:19 PM	12:41 PM	1:36 PM				4:06 PM		4:53 PM		5:22 PM		6:06 PM			
MAIN STREET			10:08 AM		11:37 AM		1:10 PM					4:35 PM						6:35 PM			
WILLIAMSBURG			11:00 AM															7:27 PM			
NEWPORT NEWS			11:31 AM															7:58 PM			
PETERSBURG		9:49 AM				12:54 PM		2:13 PM						5:30 PM		5:56 PM					
NORFOLK		11:33 AM												7:08 PM							
Notes	Existing Train	Activate at Phase 1- See notes 1 & 6	At Acquisition train will switch to NFK from NPN- See notes 1 & 3	Slot 4 replaces slot 6A at Phase 1- See note 1 & 6	At Phase 2 train terminates at RVM- See notes 1, 3 & 7	Existing Train	Activate at completion of Phase 2- See note 1 & 7	Existing Train	Existing Train	Existing Train	Existing Train	Activate at completion of Phase 2- See note 1 & 7	Activate at completion of Phase 2	Existing Train- See note 1	Existing Train	Existing Train	Existing Train	Existing Train- See note 1	Existing Train	Existing Train	Existing Train

Southbound (continued)

Timing of Slot Change	P1	P1		P1	P2					P1	AO		AO							P1	P1	P1	P2	P1
Slot Number	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45
Train Type	VRE	VRE	REG	VRE	VRE	VRE	VRE	VRE	REG	VRE	VRE	VRE	VRE	VRE	AMT	VRE	VRE	REG	AMT	VRE	REG	VRE	REG	VRE
Slot Activation	P1	C	C	P1	P2	C	C	C	C	P1	AO	C	C	AO	C	C	C	C	C	P1	P1	P1	P2	P1
Train Number	NEW	309	171	NEW	NEW	331	311	333	93	NEW	NEW	335	313	NEW	19	315	337	85	97	NEW	129	NEW	193	NEW
Final Destination	SPY	SPY	RNK	BRN	SPY	BRN	SPY	BRN	NFK	BRN	SPY	BRN	SPY	BRN	LD	SPY	BRN	NPN	LD	SPY	RVM	BRN	RVM	SPY
UNION STATION	4:20 PM	4:40 PM	4:45 PM	4:50 PM	5:00 PM	5:10 PM	5:20 PM	5:30 PM	5:40 PM	5:45 PM	5:50 PM	6:00 PM	6:10 PM	6:20 PM	6:40 PM	6:50 PM	7:00 PM	7:15 PM	7:25 PM	8:00 PM	8:50 PM	9:50 PM	10:00 PM	10:20 PM
L'ENFANT	4:28 PM	4:48 PM		4:58 PM	5:08 PM	5:18 PM	5:28 PM	5:38 PM		5:53 PM	5:58 PM	6:08 PM	6:18 PM	6:28 PM		6:58 PM	7:08 PM			8:08 PM		9:58 PM		10:28 PM
CRYSTAL CITY	4:35 PM	4:55 PM		5:05 PM	5:15 PM	5:25 PM	5:35 PM	5:45 PM		6:00 PM	6:05 PM	6:15 PM	6:25 PM	6:35 PM		7:05 PM	7:15 PM			8:15 PM		10:05 PM		10:35 PM
ALEXANDRIA	4:43 PM	5:03 PM	5:06 PM	5:13 PM	5:23 PM	5:33 PM	5:43 PM	5:53 PM	5:59 PM	6:08 PM	6:13 PM	6:23 PM	6:33 PM	6:43 PM	7:01 PM	7:13 PM	7:23 PM	7:32 PM	7:44 PM	8:23 PM	9:09 PM	10:13 PM	10:19 PM	10:43 PM
FRANCONIA-SPRINGFIELD	4:54 PM	5:14 PM		5:34 PM	5:44 PM	5:54 PM				6:24 PM	6:31 PM	6:44 PM	6:51 PM	7:01 PM	7:24 PM					8:34 PM				10:54 PM
LORTON	5:01 PM	5:21 PM		5:41 PM	5:51 PM	6:01 PM				6:31 PM	6:39 PM	6:59 PM	7:31 PM	7:39 PM						8:41 PM				11:01 PM
WOODBIDGE	5:09 PM	5:29 PM		5:49 PM	5:59 PM	6:09 PM		6:18 PM		6:39 PM	6:43 PM	7:03 PM	7:39 PM	7:43 PM			7:50 PM			8:49 PM	9:27 PM		10:37 PM	11:09 PM
RIPPON	5:13 PM	5:33 PM		5:53 PM	6:03 PM	6:13 PM				6:43 PM	6:45 PM	7:05 PM	7:45 PM	7:55 PM						8:53 PM				11:13 PM
POTOMAC SHORES	5:15 PM	5:35 PM		5:55 PM	6:05 PM	6:15 PM			6:31 PM	6:45 PM	6:55 PM	7:15 PM	7:55 PM	7:59 PM				8:02 PM		9:05 PM	9:39 PM		10:49 PM	11:25 PM
QUANTICO	5:25 PM	5:45 PM		6:05 PM	6:15 PM	6:25 PM				6:55 PM	7:09 PM	7:29 PM	8:09 PM	8:18 PM						9:19 PM				11:39 PM
BROOKE	5:39 PM	5:59 PM		6:19 PM	6:29 PM	6:39 PM				7:09 PM	7:18 PM	7:38 PM	8:18 PM	8:26 PM						9:28 PM				11:48 PM
LEELAND ROAD	5:48 PM	6:08 PM		6:28 PM	6:38 PM	6:48 PM			7:01 PM	7:26 PM	7:46 PM	8:26 PM	8:37 PM				8:31 PM	8:33 PM	9:36 PM	10:04 PM		11:14 PM		11:56 PM
FREDERICKSBURG	5:56 PM	6:16 PM		6:36 PM	6:46 PM	6:56 PM				7:37 PM		7:57 PM								9:47 PM				12:07 AM
SPOTSYLVANIA	6:07 PM	6:27 PM		6:47 PM		7:07 PM																		
ASHLAND									7:41 PM								9:10 PM				10:47 PM		11:57 PM	
STAPLES MILL ROAD									8:12 PM								9:32 PM		9:44 PM		11:07 PM		12:17 AM	
MAIN STREET																	9:56 PM				11:36 PM		12:46 AM	
WILLIAMSBURG																	10:52 PM							
NEWPORT NEWS									8:49 PM								11:23 PM		10:18 PM					
PETERSBURG									10:27 PM															
NORFOLK																								
Notes	Activate at completion of Phase 1	Existing Train	Existing Train- See note 1	Activate at completion of Phase 1	Activate at completion of Phase 2	Existing Train	Existing Train	Existing Train	Existing Train- See note 1	Activate at completion of Phase 1	Activate at Acquisition	Existing Train	Existing Train	Activate at Acquisition	Existing Train	Existing Train	Existing Train	Existing Train- See notes 1 & 2	Existing Train	Activate at completion of Phase 1- See note 4	Activate at completion of Phase 1- See note 1 & 7	Activate at completion of Phase 1	Activate at completion of Phase 2- See note 1 & 7	Activate at completion of Phase 1

Note 1	Will be able to make stops at L'Enfant (2030) and Crystal City (2026), once a platform is available. Prior to implementation capacity will be evaluated to ensure capacity for train to stop at L'Enfant
Note 2	Extend Slot 39 (Train 85) to Newport News after completion of Phase 1; corresponding deadhead movement is then eliminated
Note 3	At completion of Phase 1, Slot 3 (Train 67) will return to Newport News; upon completion of Phase 2, Slot 5 (Train 151) will terminate at RVM and Slot 75 (NEW Train) will originate from RVM
Note 4	Slots 41 and 87 create roundtrips from one-ways as discussed in December 2019
Note 6	At time of publication, there is no NEC slot to connect to or from this train. As future NEC schedules are developed, Performance Committees will make any necessary changes to support connectivity
Note 7	Operation of this train assumes layover facility south of ACCA yard, and availability of push pull equipment
General Note 1	Richmond to Williamsburg-Newport News and Richmond to Petersburg-Norfolk assume current REG runtimes
General Note 2	Long Distance train runtimes based on published Amtrak schedules
General Note 3	Runtimes for VRE trains are based on current runtimes as outlined in the public timetables
General Note 4	All times, stopping patterns, and slot activation horizons listed are conceptual and may change subject to host railroad approval, changes or delays to infrastructure improvement, and/or Performance Committees feedback
General Note 5	Prior to and after completion of construction projects, the Performance Committees will readjust the schedules to reflect changes to infrastructure
General Note 6	Potomac Shores Station estimated opening in 2022; listed times are passing times for purposes of reference

Phase 2 Base Schedule - Weekdays

Northbound

Timing of Slot Change					P1						P1		P1	AQ		P1		P2		P2					
Slot Number	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70
Train type	VRE	VRE	VRE	VRE	VRE	VRE	AMT	VRE	VRE	VRE	VRE	VRE	VRE	VRE	VRE	VRE	REG	VRE	VRE	VRE	VRE	VRE	VRE	AMT	REG
Slot Activation	C	C	C	C	P1	C	C	C	C	C	P1	C	P1	AQ	C	P1	C	P2	C	C	P2	C	C	C	C
Train number	322	300	324	302	NEW	304	98	326	306	328	NEW	308	NEW	NEW	310	NEW	86	NEW	330	312	NEW	332	314	20	174
Origin	BRN	SPY	BRN	SPY	BRN	SPY	LD	BRN	SPY	BRN	SPY	SPY	SPY	BRN	SPY	BRN	RVM	SPY	BRN	SPY	SPY	BRN	SPY	LD	RVM
NORFOLK																									
PETERSBURG							3:33 AM																		
NEWPORT NEWS																									
WILLIAMSBURG																									
MAIN STREET																	5:40 AM								6:50 AM
STAPLES MILL ROAD							4:32 AM										6:05 AM								7:25 AM
ASHLAND																	6:19 AM								7:39 AM
SPOTSYLVANIA		4:52 AM		5:06 AM		5:21 AM			5:41 AM		5:51 AM	6:01 AM	6:11 AM		6:26 AM			6:51 AM		7:06 AM	7:26 AM		7:56 AM		
FREDERICKSBURG		5:03 AM		5:17 AM		5:32 AM	5:29 AM		5:52 AM		6:02 AM	6:12 AM	6:22 AM		6:38 AM		7:02 AM	7:02 AM		7:17 AM	7:37 AM		8:07 AM		8:26 AM
LEELAND ROAD		5:12 AM		5:24 AM		5:39 AM			5:59 AM		6:09 AM	6:19 AM	6:29 AM		6:44 AM			7:09 AM		7:24 AM	7:44 AM		8:14 AM		
BROOKE		5:16 AM		5:30 AM		5:45 AM			6:05 AM		6:15 AM	6:25 AM	6:35 AM		6:50 AM			7:15 AM		7:30 AM	7:50 AM		8:20 AM		
QUANTICO				5:43 AM		5:58 AM			6:18 AM		6:28 AM	6:38 AM	6:48 AM		7:03 AM		7:22 AM	7:28 AM		7:43 AM	8:03 AM		8:33 AM		8:48 AM
POTOMAC SHORES				5:49 AM		6:04 AM			6:24 AM		6:34 AM	6:44 AM	6:54 AM		7:09 AM			7:34 AM		7:49 AM	8:09 AM		8:39 AM		
RIPPON				5:52 AM		6:07 AM			6:27 AM		6:37 AM	6:47 AM	6:57 AM		7:12 AM			7:37 AM		7:52 AM	8:12 AM		8:42 AM		
WOODBIDGE		5:38 AM		5:58 AM		6:13 AM			6:33 AM		6:43 AM	6:53 AM	7:03 AM		7:18 AM		7:36 AM	7:43 AM		7:58 AM	8:18 AM		8:48 AM		9:02 AM
LORTON				6:05 AM		6:20 AM			6:40 AM		6:50 AM	7:00 AM	7:10 AM		7:25 AM			7:50 AM		8:05 AM	8:25 AM		8:55 AM		
FRANCONIA-SPRINGFIELD				6:13 AM		6:28 AM			6:48 AM		6:58 AM	7:08 AM	7:18 AM		7:33 AM			7:58 AM		8:13 AM	8:33 AM		9:03 AM		
ALEXANDRIA	5:55 AM	6:05 AM	6:15 AM	6:25 AM	6:30 AM	6:40 AM	6:39 AM	6:50 AM	7:00 AM	7:10 AM	7:10 AM	7:20 AM	7:30 AM	7:35 AM	7:45 AM	7:55 AM	8:00 AM	8:10 AM	8:15 AM	8:25 AM	8:45 AM	8:55 AM	9:15 AM	9:37 AM	9:28 AM
CRYSTAL CITY	6:04 AM	6:14 AM	6:24 AM	6:34 AM	6:39 AM	6:49 AM		6:59 AM	7:09 AM	7:19 AM	7:19 AM	7:29 AM	7:39 AM	7:44 AM	7:54 AM	8:04 AM		8:19 AM	8:24 AM	8:34 AM	8:54 AM	9:04 AM	9:24 AM		
L'ENFANT	6:12 AM	6:22 AM	6:32 AM	6:42 AM	6:47 AM	6:57 AM		7:07 AM	7:17 AM	7:27 AM	7:27 AM	7:37 AM	7:47 AM	7:52 AM	8:02 AM	8:12 AM		8:27 AM	8:32 AM	8:42 AM	9:02 AM	9:12 AM	9:32 AM		9:38 AM
UNION STATION	6:20 AM	6:30 AM	6:40 AM	6:50 AM	6:55 AM	7:05 AM	7:07 AM	7:15 AM	7:25 AM	7:35 AM	7:35 AM	7:45 AM	7:55 AM	8:00 AM	8:10 AM	8:20 AM	8:25 AM	8:35 AM	8:40 AM	8:50 AM	9:10 AM	9:20 AM	9:40 AM	9:53 AM	9:57 AM
Notes	Existing Train	Existing Train	Existing Train	Existing Train	Activate at completion of Phase 1	Existing Train	Existing Train	Existing Train	Existing Train	Existing Train	Activate at completion of Phase 1	Existing Train	Activate at completion of Phase 1	Activate at Acquisition	Existing Train	Activate at completion of Phase 1	Existing Train- See note 1 & 7	Activate at completion of Phase 2	Existing Train	Existing Train	Activate at completion of Phase 2	Existing Train	Existing Train	Existing Train	At completion of Phase 2 train will originate from RVM- see note 1 & 7

Northbound (continued)

Timing of Slot Change	AQ	P2			P1	P1					P1	AQ			P2		P1		AQ	P2
Slot Number	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90
Train type	VRE	REG	REG	REG	REG	REG	REG	AMT	REG	VRE	VRE	REG	AMT	VRE	REG	AMT	VRE	REG	REG	REG
Slot Activation	AQ	P2	C	C	P1	P1	C	C	C	C	P1	AQ	C	C	P2	C	P1	C	AQ	P2
Train number	NEW	NEW	84	176	NEW	184	94	92	80	336	NEW	138	50	338	186	90	NEW	66	NEW	NEW
Origin	SPY	NPN	NFK	RNK	RVM	NPN	NFK	LD	LD	BRN	SPY	NFK	LD	BRN	RVM	LD	BRN	NPN	RNK	RVM
NORFOLK			6:15 AM				9:30 AM					1:30 PM								
PETERSBURG			7:42 AM				10:57 AM	11:28 AM	1:11 PM			2:57 PM				4:20 PM				
NEWPORT NEWS		6:22 AM				8:52 AM												4:50 PM		
WILLIAMSBURG		6:44 AM				9:13 AM												5:11 PM		
MAIN STREET		7:37 AM			9:02 AM	10:02 AM									4:02 PM			6:01 PM		8:02 PM
STAPLES MILL ROAD		8:12 AM	8:25 AM		9:27 AM	10:27 AM	11:38 AM	12:16 PM	2:11 PM			3:38 PM			4:26 PM	5:14 PM		6:31 PM		8:26 PM
ASHLAND		8:26 AM	8:39 AM		9:44 AM	10:44 AM	11:54 AM					3:54 PM			4:40 PM			6:45 PM		8:39 PM
SPOTSYLVANIA	8:26 AM										4:06 PM									
FREDERICKSBURG	8:37 AM	9:13 AM	9:26 AM		10:33 AM	11:33 AM	12:40 PM		3:07 PM		4:17 PM	4:41 PM			5:23 PM			7:30 PM		9:22 PM
LEELAND ROAD	8:44 AM										4:24 PM									
BROOKE	8:50 AM										4:30 PM									
QUANTICO	9:03 AM	9:35 AM	9:48 AM		10:56 AM	11:56 AM	1:01 PM		3:29 PM		4:43 PM	5:03 PM			5:43 PM			7:56 PM		9:42 PM
POTOMAC SHORES	9:09 AM																			
RIPPON	9:12 AM																			
WOODBIDGE	9:18 AM	9:49 AM	10:01 AM		11:11 AM	12:11 PM	1:14 PM				4:58 PM	5:16 PM			5:56 PM			8:11 PM		9:54 PM
LORTON	9:25 AM																			
FRANCONIA-SPRINGFIELD	9:33 AM																			
ALEXANDRIA	9:45 AM	10:15 AM	10:32 AM	11:08 AM	11:33 AM	12:33 PM	1:41 PM	2:04 PM	4:03 PM	4:32 PM	5:13 PM	5:47 PM	6:02 PM	6:18 PM	6:23 PM	7:07 PM	7:45 PM	8:34 PM	9:29 PM	10:18 PM
CRYSTAL CITY	9:54 AM	10:24 AM			11:39 AM	12:39 PM					5:34 PM						7:54 PM			
L'ENFANT	10:02 AM	10:32 AM	10:41 AM	11:17 AM	11:45 AM	12:45 PM											8:02 PM	8:47 PM		
UNION STATION	10:10 AM	10:40 AM	10:51 AM	11:23 AM	11:50 AM	12:50 PM	2:04 PM	2:38 PM	4:29 PM	4:57 PM	5:50 PM	6:07 PM	6:19 PM	6:43 PM	6:48 PM	7:42 PM	8:10 PM	9:03 PM	10:00 PM	10:41 PM
Notes	Activate at Acquisition	Activate at completion of Phase 2- See notes 1 & 6	Exiating Train- See note 1	Exiating Train- See note 1	At completion of Phase 2 train will terminate at RVM- See notes 1,3,6, & 7	Activate at completion of Phase 1- See note 1	Exiating Train- See note 1	Exiating Train	Exiating Train	Exiating Train- See note 1	Activate at completion of Phase 1- See note 1	Exiating Train- At Acquisition train will originate from NFK- See note 1	Exiating Train	Exiating Train- See note 1	Activate at completion of Phase 2- See notes 1 & 7	Exiating Train	Activate at completion of Phase 1- See notes 1 & 4	Exiating Train- See note 1	Activate at Acquisition- See notes 1 & 6	Activate at completion of Phase 2- See notes 1, 6, & 7

Note 1	Will be able to make stops at L'Enfant (2030) and Crystal City (2026), once a platform is available. Prior to implementation capacity will be evaluated to ensure capacity for train to stop at L'Enfant
Note 2	Extend Slot 39 (Train 85) to Newport News after completion of Phase 1, corresponding deadhead movement is then eliminated
Note 3	At completion of Phase 1, Slot 3 (Train 67) will return to Newport News; upon completion of Phase 2, Slot 5 (Train 151) will terminate at RVM and Slot 75 (NEW Train) will originate from RVM
Note 4	Slots 41 and 87 create roundtrips from one-ways as discussed in December 2019
Note 6	At time of publication, there is no NEC slot to connect to or from this train. As future NEC schedules are developed, Performance Committees will make any necessary changes to support connectivity
Note 7	Operation of this train assumes layover facility south of ACCA yard, and availability of push pull equipment
General Note 1	Richmond to Williamsburg-Newport News and Richmond to Petersburg-Norfolk assume current REG runtimes
General Note 2	Long Distance train runtimes based on published Amtrak schedules
General Note 3	Runtimes for VRE trains are based on current runtimes as outlined in the public timetables
General Note 4	All times, stopping patterns, and slot activation horizons listed are conceptual and may change subject to host railroad approval, changes or delays to infrastructure improvement, and/or Performance Committees feedback
General Note 5	Prior to and after completion of construction projects, the Performance Committees will readjust the schedules to reflect changes to infrastructure
General Note 6	Potomac Shores Station estimated opening in 2022; listed times are passing times for purposes of reference

Phase 2 Base Schedule - Weekends

Southbound

Timing of Slot Change	AQ		AQ		P2			P2						P1
Slot Number	2	3W	4	6	7	8	9	10W	11W	16	17W	21		
Train Type	REG	REG	REG	AMT	REG	AMT	AMT	REG	REG	AMT	REG	VRE		
Slot Activation	AQ	C	AQ	C	P2	C	C	P2	C	C	C	P1		
Train Number	NEW	65	NEW	89	111	79	51	143	195	91	157	329		
Final Destination	NFK	NPN	RNK	LD	RVM	NC	LD	RVM	RVM	LD	NFK	BRN		
Days of Operation	Daily	SaSu	Daily	Daily	Daily	Daily	Daily	SaSu	SaSu	SaSu	Su	Daily		
UNION STATION	6:50 AM	7:00 AM	8:40 AM	10:00 AM	10:24 AM	11:08 AM	11:15 AM	1:50 PM	2:50 PM	3:10 PM	4:00 PM	4:10 PM		
L'ENFANT														
CRYSTAL CITY														
ALEXANDRIA	7:08 AM	7:19 AM	8:59 AM	10:18 AM	10:43 AM	11:26 AM	11:31 AM	2:09 PM	3:07 PM	3:28 PM	4:17 PM	4:25 PM		
FRANCONIA-SPRINGFIELD												4:33 PM		
LORTON														
WOODBIDGE	7:26 AM	7:39 AM			11:01 AM			2:27 PM	3:25 PM		4:36 PM			
RIPPON														
POTOMAC SHORES														
QUANTICO	7:38 AM	7:51 AM			11:13 AM	11:56 AM		2:39 PM	3:38 PM		4:50 PM			
BROOKE														
LEELAND ROAD														
FREDERICKSBURG	8:02 AM	8:16 AM			11:38 AM	12:19 PM		3:04 PM	4:03 PM		5:12 PM			
SPOTSYLVANIA														
ASHLAND	8:45 AM	8:59 AM			12:21 PM			3:46 PM	4:46 PM		5:55 PM			
STAPLES MILL ROAD	9:07 AM	9:27 AM		12:19 PM	12:41 PM	1:36 PM		4:06 PM	5:08 PM	5:22 PM	6:25 PM			
MAIN STREET		9:59 AM			1:10 PM			4:35 PM	5:39 PM					
WILLIAMSBURG		10:52 AM												
NEWPORT NEWS		11:27 AM												
PETERSBURG	9:49 AM			12:54 PM		2:13 PM				5:56 PM	7:01 PM			
NORFOLK	11:33 AM										8:39 PM			
Notes	Replaces slot 10W at completion of Phase 1- See notes 1 & 3	Existing Train- See note 3	Activate at Acquisition- See notes 1 & 6	Existing Train	Activate at completion of Phase 2- See notes 1 & 7	Existing Train- See note 1	Existing Train	Reactivate at completion of Phase 2- See note 1 & 7	Existing Train- Train will terminate at RVM at completion of Phase 2- See note 7	Existing Train	Existing Train- See note 1	Activate slot at completion of Phase 1		

Southbound (continued)

Timing of Slot Change	P1	23W	24W	P1	P1	P1	P1				P1	P1	P2
Slot Number	22	23W	24W	27	28	33	34	36	37W	40	41W	42W	43W
Train Type	VRE	REG	REG	VRE	VRE	VRE	VRE	AMT	AMT	AMT	REG	REG	REG
Slot Activation	P1	C	C	P1	P1	P1	P1	C	C	C	P1	P1	P2
Train Number	307	145-147	99	331	311	335	313	19	87	97	163/189	149/159	135
Final Destination	SPY	RNK	NPN	BRN	SPY	BRN	SPY	LD	NFK	LD	NPN	RVM	RVM
Days of Operation	Daily	SaSu	SaSu	Daily	Daily	Daily	Daily	Daily	SaSu	Daily	SaSu	SaSu	SaSu
UNION STATION	4:20 PM	4:35 PM	5:00 PM	5:10 PM	5:20 PM	6:00 PM	6:10 PM	6:40 PM	7:00 PM	7:25 PM	7:55 PM	9:00 PM	10:00 PM
L'ENFANT	4:28 PM			5:18 PM	5:28 PM	6:08 PM	6:18 PM						
CRYSTAL CITY	4:35 PM			5:25 PM	5:35 PM	6:15 PM	6:25 PM						
ALEXANDRIA	4:43 PM	5:07 PM	5:18 PM	5:33 PM	5:43 PM	6:23 PM	6:33 PM	7:01 PM	7:17 PM	7:44 PM	8:12 PM	9:19 PM	10:19 PM
FRANCONIA-SPRINGFIELD	4:54 PM				5:54 PM		6:44 PM						
LORTON	5:01 PM				6:01 PM		6:51 PM						
WOODBIDGE	5:09 PM		5:36 PM		6:09 PM		6:59 PM		7:36 PM		8:30 PM	9:37 PM	10:37 PM
RIPPON	5:13 PM				6:13 PM		7:03 PM						
POTOMAC SHORES	5:15 PM				6:15 PM		7:05 PM						
QUANTICO	5:25 PM		5:49 PM		6:25 PM		7:15 PM		7:48 PM		8:42 PM	9:49 PM	10:49 PM
BROOKE	5:39 PM				6:39 PM		7:29 PM						
LEELAND ROAD	5:48 PM				6:48 PM		7:38 PM						
FREDERICKSBURG	5:56 PM		6:13 PM		6:56 PM		7:46 PM		8:13 PM	8:33 PM	9:07 PM	10:14 PM	11:14 PM
SPOTSYLVANIA	6:07 PM				7:07 PM		7:57 PM						
ASHLAND			6:56 PM						8:56 PM		9:50 PM	10:57 PM	11:57 PM
STAPLES MILL ROAD			7:19 PM						9:24 PM	9:44 PM	10:12 PM	11:17 PM	12:17 AM
MAIN STREET			7:46 PM								10:41 PM	11:46 PM	12:46 AM
WILLIAMSBURG			8:39 PM								11:33 PM		
NEWPORT NEWS			9:12 PM								12:04 AM		
PETERSBURG									10:00 PM	10:18 PM			
NORFOLK									11:38 PM				
Notes	Activate slot at completion of Phase 1	Existing Train- See note 1	Existing Train- See note 1	Activate slot at completion of Phase 1	Activate slot at completion of Phase 1	Activate slot at completion of Phase 1	Activate slot at completion of Phase 1	Existing Train	Existing Train- See note 1	Existing Train	Activate at completion of Phase 1- See note 1	Activate at completion of Phase 1- See notes 1 & 7	Activate at completion of Phase 2- See notes 1 & 7

Note 1	Will be able to make stops at L'Enfant (2030) and Crystal City (2026), once a platform is available. Prior to implementation capacity will be evaluated to ensure capacity for train to stop at L'Enfant
Note 3	At completion of Phase 1, Slot 3W (Train 65) will return to Newport News and future Slot 2 will serve Norfolk
Note 6	At time of publication, there is no NEC slot to connect to or from this train. As future NEC schedules are developed, Performance Committees will make any necessary changes to support connectivity
Note 7	Operation of this train assumes layover facility south of ACCA yard, and availability of push pull equipment
General Note 1	Richmond to Williamsburg-Newport News and Richmond to Petersburg-Norfolk assume current REG runtimes
General Note 2	Long Distance train runtimes based on published Amtrak schedules
General Note 3	Runtimes for VRE trains are based on current runtimes as outlined in the public timetables
General Note 4	All times, stopping patterns, and slot activation horizons listed are conceptual and may change subject to host railroad approval, changes or delays to infrastructure improvement, and/or Performance Committees feedback
General Note 5	Prior to and after completion of construction projects, the Performance Committees will readjust the schedules to reflect changes to infrastructure
General Note 6	Potomac Shores Station estimated opening in 2022; listed times are passing times for purposes of reference

Phase 2 Base Schedule - Weekends

Northbound

Timing of Slot Change		P1	P1		P1			P1	P1	P1		P1				P1
Slot Number	52	64	65	66W	67	68W	69	70W	71W	72W	73W	74W	75W	76W	78	79W
Train type	AMT	VRE	VRE	REG	VRE	REG	AMT	VRE	VRE	VRE	REG	REG	REG	REG	AMT	REG
Slot Activation	C	P1	P1	C	P1	C	C	P1	P1	P1	C	P1	C	C	C	P1
Train number	98	330	312	164	332	82	20	NEW	NEW	NEW	88	140	194-96	156	92	126/146
Origin	LD	BRN	SPY	RVM	BRN	RVM	LD	SPY	BRN	SPY	NFK	NPN	NPN	RNK	LD	RVM
Days of Operation		Daily	Daily	SaSu	Daily	Sa	Daily	SaSu	SaSu	SaSu	SaSu	SaSu	SaSu	SaSu	Daily	SaSu
NORFOLK											6:15 AM					
PETERSBURG	3:33 AM										7:42 AM				11:28 AM	
NEWPORT NEWS												7:22 AM	8:30 AM			
WILLIAMSBURG												6:44 AM	8:52 AM			
MAIN STREET				6:10 AM		7:15 AM						9:02 AM	9:42 AM			12:37 PM
STAPLES MILL ROAD	4:32 AM			6:35 AM		7:44 AM					8:25 AM	9:26 AM	10:19 AM		12:16 PM	1:12 PM
ASHLAND				6:50 AM		7:58 AM					8:39 AM	9:40 AM	10:33 AM			1:26 PM
SPOTSYLVANIA			7:06 AM					8:16 AM		8:56 AM						
FREDERICKSBURG	5:29 AM		7:17 AM	7:33 AM		8:42 AM		8:27 AM		9:07 AM	9:26 AM	10:23 AM	11:18 AM			2:13 PM
LEELAND ROAD			7:24 AM					8:34 AM		9:14 AM						
BROOKE			7:30 AM					8:40 AM		9:20 AM						
QUANTICO			7:43 AM	7:55 AM		9:03 AM		8:53 AM		9:33 AM	9:48 AM	10:43 AM	11:39 AM			2:35 PM
POTOMAC SHORES			7:49 AM					8:59 AM		9:39 AM						
RIPPON			7:52 AM					9:02 AM		9:42 AM						
WOODBIDGE			7:58 AM	8:09 AM		9:13 AM		9:08 AM		9:48 AM	10:02 AM	10:57 AM	11:54 AM			2:49 PM
LORTON			8:05 AM					9:15 AM		9:55 AM						
FRANCONIA-SPRINGFIELD			8:13 AM					9:23 AM		10:03 AM						
ALEXANDRIA	6:39 AM	8:15 AM	8:25 AM	8:38 AM	8:55 AM	9:33 AM	9:37 AM	9:35 AM	9:55 AM	10:15 AM	10:27 AM	11:21 AM	12:21 PM	1:22 PM	2:04 PM	3:15 PM
CRYSTAL CITY		8:24 AM	8:34 AM		9:04 AM			9:44 AM	10:04 AM	10:24 AM						
L'ENFANT		8:32 AM	8:42 AM		9:12 AM			9:52 AM	10:12 AM	10:32 AM						
UNION STATION	7:07 AM	8:40 AM	8:50 AM	9:02 AM	9:20 AM	9:55 AM	9:53 AM	10:00 AM	10:20 AM	10:40 AM	10:49 AM	11:44 AM	12:20 PM	1:37 PM	2:38 PM	3:40 PM
Notes	Existing Train	Activate slot on weekends at completion of Phase 1	Activate slot on weekends at completion of Phase 1	Existing Train- See notes 1 & 7	Activate slot on weekends at completion of Phase 1	Existing Train- See notes 1 & 7	Existing Train	Activate slot on weekends at completion of Phase 1	Activate slot on weekends at completion of Phase 1	Activate slot on weekends at completion of Phase 1	Existing Train- See note 1	At completion of Phase 1 originate from NPN- See note 1	Existing Train- See note 1	Existing Train- See note 1	Existing Train	Activate at completion of Phase 1- See note 1

Northbound (continued)

Timing of Slot Change		P2		AQ		P2		AQ	P2	
Slot Number	79	81W	83	84W	86	85W	88	89	90	DH
Train type	REG	REG	AMT	REG	AMT	REG	REG	REG	REG	REG
Slot Activation	C	P2	C	AQ	C	C	C	AQ	P2	C
Train number	80	NEW	50	124	90	NEW	66	NEW	NEW	1078-DH
Origin	LD	RVM	LD	NFK	LD	RVM	NPN	RNK	RVM	
Days of Operation	Daily	SaSu	Daily	SaSu	Daily	SaSu	Sa	Daily	Daily	Fr
NORFOLK				1:46 PM						11:15 PM
PETERSBURG	1:11 PM			3:13 PM	4:20 PM					12:40 AM
NEWPORT NEWS						5:05 PM				
WILLIAMSBURG						5:26 PM				
MAIN STREET		2:06 PM				5:06 PM			8:02 PM	
STAPLES MILL ROAD	2:11 PM	2:36 PM		3:54 PM	5:14 PM	5:36 PM	6:51 PM		8:26 PM	1:16 AM
ASHLAND		2:50 PM		4:09 PM		5:50 PM	7:05 PM		8:39 PM	
SPOTSYLVANIA										
FREDERICKSBURG	3:07 PM	3:35 PM		4:56 PM		6:35 PM	7:50 PM		9:22 PM	
LEELAND ROAD										
BROOKE										
QUANTICO	3:29 PM	4:01 PM		5:18 PM		7:01 PM	8:16 PM		9:42 PM	
POTOMAC SHORES										
RIPPON										
WOODBIDGE		4:16 PM		5:31 PM		7:16 PM	8:31 PM		9:54 PM	
LORTON										
FRANCONIA-SPRINGFIELD										
ALEXANDRIA	4:03 PM	4:39 PM	6:02 PM	6:02 PM	7:07 PM	7:39 PM	8:54 PM	9:29 PM	10:18 PM	
CRYSTAL CITY										
L'ENFANT										
UNION STATION	4:29 PM	5:08 PM	6:19 PM	6:22 PM	7:42 PM	8:08 PM	9:23 PM	10:00 PM	10:41 PM	
Notes	Existing Train	Activate at Phase 2- See notes 1, 6, & 7	Existing Train	Activate at Acquisition- See note 1	Existing Train	Activate at completion of Phase 2- See notes 1, 6, & 7	Existing Train- operates 15 minutes later on Saturday- See note 1	Activate at Acquisition- See notes 1 & 6	Activate at completion of Phase 2- See notes 1, 6, & 7	Existing Train

Note 1	Will be able to make stops at L'Enfant (2030) and Crystal City (2026), once a platform is available. Prior to implementation capacity will be evaluated to ensure capacity for train to stop at L'Enfant
Note 3	At completion of Phase 1, Slot 3 (Train 67) will return to Newport News, upon completion of phase 2. Slot 5 (Train 151) will terminate at RVM, Slot 75 (NEW Train) will originate from RVM
Note 6	At time of publication, there is no NEC slot to connect to or from this train. As future NEC schedules are developed, Performance Committees will make any necessary changes to support connectivity
Note 7	Operation of this train assumes layover facility south of ACCA yard, and availability of push pull equipment
General Note 1	Richmond to Williamsburg-Newport News and Richmond to Petersburg-Norfolk assume current REG runtimes
General Note 2	Long Distance train runtimes based on published Amtrak schedules
General Note 3	Runtimes for VRE trains are based on current runtimes as outlined in the public timetables
General Note 4	All times, stopping patterns, and slot activation horizons listed are conceptual and may change subject to host railroad approval, changes or delays to infrastructure improvement, and/or Performance Committees feedback
General Note 5	Prior to and after completion of construction projects, the Performance Committees will readjust the schedules to reflect changes to infrastructure
General Note 6	Potomac Shores Station estimated opening in 2022; listed times are passing times for purposes of reference

Service Plan - Version 6.1

Acquisition Phase Base Schedule - Weekdays

Southbound

Timing of Slot Change				AQ		AQ												
Slot Number	DH	1	3	5	6	6A	8	9	10	11	14	15	16	17	18	19	20	21
Train Type	REG	VRE	REG	REG	AMT	REG	AMT	AMT	VRE	VRE	REG	VRE	AMT	VRE	REG	VRE	VRE	VRE
Slot Activation	AQ	C	C	AQ	C	AQ	C	C	C	C	C	C	C	C	C	C	C	C
Train Number	86-DH	321	67	151	89	183	79	51	301	325	95	303	91	327	125	305	307	329
Final Destination		BRN	NFK	NPN	LD	RNK	LD	LD	SPY	BRN	NFK	SPY	LD	BRN	NPN	SPY	SPY	BRN
UNION STATION		6:35 AM	7:20 AM	8:50 AM	10:00 AM	11:00 AM	11:08 AM	11:15 AM	1:00 PM	1:15 PM	2:30 PM	2:40 PM	3:10 PM	3:20 PM	3:30 PM	3:40 PM	4:00 PM	4:10 PM
L'ENFANT									1:08 PM	1:23 PM	2:34 PM	2:48 PM		3:28 PM	3:36 PM	3:48 PM	4:08 PM	4:18 PM
CRYSTAL CITY									1:15 PM	1:30 PM		2:55 PM		3:35 PM		3:55 PM	4:15 PM	4:25 PM
ALEXANDRIA		6:52 AM	7:39 AM	9:09 AM	10:18 AM	11:19 AM	11:26 AM	11:31 AM	1:23 PM	1:38 PM	2:48 PM	3:03 PM	3:28 PM	3:49 PM		4:03 PM	4:23 PM	4:33 PM
FRANCONIA-SPRINGFIELD									1:34 PM			3:14 PM				4:14 PM	4:34 PM	
LORTON									1:41 PM			3:21 PM				4:21 PM	4:41 PM	
WOODBIDGE			7:59 AM	9:28 AM					1:49 PM		3:07 PM	3:29 PM			4:08 PM	4:29 PM	4:49 PM	
RIPPON									1:53 PM			3:33 PM				4:33 PM	4:53 PM	
POTOMAC SHORES									1:55 PM			3:35 PM				4:35 PM	4:55 PM	
QUANTICO			8:11 AM	9:40 AM			11:56 AM				3:19 PM	3:45 PM			4:22 PM	4:45 PM	5:05 PM	
BROOKE									2:19 PM			3:59 PM				4:59 PM	5:19 PM	
LEELAND ROAD									2:28 PM			4:08 PM				5:08 PM	5:28 PM	
FREDERICKSBURG			8:36 AM	10:05 AM			12:19 PM		2:36 PM		3:43 PM	4:16 PM			4:49 PM	5:16 PM	5:36 PM	
SPOTSYLVANIA									2:47 PM			4:27 PM				5:27 PM	5:47 PM	
ASHLAND			9:19 AM	10:48 AM							4:26 PM				5:32 PM			
STAPLES MILL ROAD	4:41 AM		9:47 AM	11:08 AM	12:19 PM		1:36 PM				4:53 PM		5:22 PM		6:06 PM			
MAIN STREET	5:01 AM			11:40 AM											6:35 PM			
WILLIAMSBURG				12:33 PM											7:27 PM			
NEWPORT NEWS				1:08 PM											7:58 PM			
PETERSBURG			10:23 AM		12:54 PM		2:13 PM				5:30 PM		5:56 PM					
NORFOLK			12:01 PM								7:08 PM							
Notes	Staples Mill-Main Street Deadhead for slot 62	Existing Train	Existing Train- At Acquisition train will switch from NPK to NFK- See notes 1 & 3	Activate at Acquisition- See notes 1 & 3	Existing Train	Activate at Acquisition- See notes 1 & 9	Existing Train	Existing Train	Existing Train	Existing Train	Existing Train- See note 1	Existing Train	Existing Train	Existing Train	Existing Train- See note 1	Existing Train	Existing Train	Existing Train

Southbound (continued)

Timing of Slot Change							AQ				AQ							
Slot Number	23	24	27	28	29	30	32	33	34	35	36	37	38	39	40			
Train Type	VRE	REG	VRE	VRE	VRE	REG	VRE	VRE	VRE	VRE	AMT	VRE	VRE	REG	AMT			
Slot Activation	C	C	C	C	C	C	AQ	C	C	AQ	C	C	C	C	C			
Train Number	309	171	331	311	333	93	NEW	335	313	NEW	19	315	337	85	97			
Final Destination	SPY	RNK	BRN	SPY	BRN	NFK	SPY	BRN	SPY	BRN	LD	SPY	BRN	RVM	LD			
UNION STATION	4:40 PM	4:50 PM	5:10 PM	5:20 PM	5:30 PM	5:40 PM	5:50 PM	6:00 PM	6:10 PM	6:20 PM	6:40 PM	6:50 PM	7:00 PM	7:15 PM	7:25 PM			
L'ENFANT	4:48 PM		5:18 PM	5:28 PM	5:38 PM		5:58 PM	6:08 PM	6:18 PM	6:28 PM		6:58 PM	7:08 PM					
CRYSTAL CITY	4:55 PM		5:25 PM	5:35 PM	5:45 PM		6:05 PM	6:15 PM	6:25 PM	6:35 PM		7:05 PM	7:15 PM					
ALEXANDRIA	5:03 PM	5:11 PM	5:33 PM	5:43 PM	5:53 PM	5:59 PM	6:13 PM	6:23 PM	6:33 PM	6:43 PM	7:01 PM	7:13 PM	7:23 PM	7:32 PM	7:44 PM			
FRANCONIA-SPRINGFIELD	5:14 PM			5:54 PM			6:24 PM		6:44 PM			7:24 PM						
LORTON	5:21 PM			6:01 PM			6:31 PM		6:51 PM			7:31 PM						
WOODBIDGE	5:29 PM			6:09 PM		6:18 PM	6:39 PM		6:59 PM			7:39 PM		7:50 PM				
RIPPON	5:33 PM			6:13 PM			6:43 PM		7:03 PM			7:43 PM						
POTOMAC SHORES	5:35 PM			6:15 PM			6:45 PM		7:05 PM			7:45 PM						
QUANTICO	5:45 PM			6:25 PM		6:31 PM	6:55 PM		7:15 PM			7:55 PM		8:02 PM				
BROOKE	5:59 PM			6:39 PM			7:09 PM		7:29 PM			8:09 PM						
LEELAND ROAD	6:08 PM			6:48 PM			7:18 PM		7:38 PM			8:18 PM						
FREDERICKSBURG	6:16 PM			6:56 PM		7:01 PM	7:26 PM		7:46 PM			8:26 PM		8:31 PM	8:33 PM			
SPOTSYLVANIA	6:27 PM			7:07 PM			7:37 PM		7:57 PM			8:37 PM						
ASHLAND						7:41 PM								9:10 PM				
STAPLES MILL ROAD						8:12 PM								9:32 PM	9:44 PM			
MAIN STREET														9:56 PM				
WILLIAMSBURG														10:52 PM				
NEWPORT NEWS														11:23 PM				
PETERSBURG						8:49 PM									10:18 PM			
NORFOLK						10:27 PM												
Notes	Existing Train	Existing Train- See note 1	Existing Train	Existing Train	Existing Train	Existing Train- See note 1	Activate at Acquisition	Existing Train	Existing Train	Activate at Acquisition	Existing Train	Existing Train	Existing Train	Existing Train- See notes 1,2, & 7	Existing Train			

Note 1	Will be able to make stops at L'Enfant (2030) and Crystal City (2026), once a platform is available. Prior to implementation capacity will be evaluated to ensure capacity for train to stop at L'Enfant
Note 2	Extend Slot 39 (Train 85) to Newport News after completion of Phase 1; corresponding deadhead movement is then eliminated
Note 3	At completion of Phase 1, Slot 3 (Train 67) will return to Newport News; upon completion of Phase 2, Slot 5 (Train 151) will terminate at RVM and Slot 75 (NEW Train) will originate from RVM
Note 7	Train 85 runs Washington-Richmond Main Street Monday-Thursday, Fridays Train 85 runs Washington-Newport News
Note 8	Train 85-DH only operates Monday-Thursday
Note 9	Slot 6A and Slot 79A will be replaced by Slot 4 and Slot 89 at completion of Phase 1. When Phase 1 is complete, Slot 6A and Slot 79A will no longer operate
General Note 1	Richmond to Williamsburg-Newport News and Richmond to Petersburg-Norfolk assume current REG runtimes
General Note 2	Long Distance train runtimes based on published Amtrak schedules
General Note 3	Runtimes for VRE trains are based on current runtimes as outlined in the public timetables
General Note 4	All times, stopping patterns, and slot activation horizons listed are conceptual and may change subject to host railroad approval, changes or delays to infrastructure improvement, and/or Performance Committees feedback
General Note 5	Prior to and after completion of construction projects, the Performance Committees will readjust the schedules to reflect changes to infrastructure
General Note 6	Potomac Shores Station estimated opening in 2022; listed times are passing times for purposes of reference

Acquisition Phase Base Schedule - Weekdays

Northbound

Timing of Slot Change											AQ								
Slot Number	46	47	48	49	51	52	53	54	55	57	59	60	62	64	65	67	68	69	70
Train type	VRE	VRE	VRE	VRE	VRE	AMT	VRE	VRE	VRE	VRE	VRE	VRE	REG	VRE	VRE	VRE	VRE	AMT	REG
Slot Activation	C	C	C	C	C	C	C	C	C	C	AQ	C	C	C	C	C	C	C	C
Train number	322	300	324	302	304	98	326	306	328	308	NEW	310	86	330	312	332	314	20	174
Origin	BRN	SPY	BRN	SPY	SPY	LD	BRN	SPY	BRN	SPY	BRN	SPY	RVM	BRN	SPY	BRN	SPY	LD	NPN
NORFOLK																			
PETERSBURG						3:33 AM													
NEWPORT NEWS																			5:35 AM
WILLIAMSBURG																			5:57 AM
MAIN STREET													5:40 AM						6:50 AM
STAPLES MILL ROAD						4:32 AM							6:05 AM						7:25 AM
ASHLAND													6:19 AM						7:39 AM
SPOTSVYLVANIA		4:52 AM		5:06 AM	5:21 AM			5:41 AM		6:01 AM		6:26 AM			7:06 AM		7:56 AM		
FREDERICKSBURG		5:03 AM		5:17 AM	5:32 AM	5:29 AM		5:52 AM		6:12 AM		6:38 AM	7:02 AM		7:17 AM		8:07 AM		8:26 AM
LEELAND ROAD		5:12 AM		5:24 AM	5:39 AM			5:59 AM		6:19 AM		6:44 AM			7:24 AM		8:14 AM		
BROOKE		5:16 AM		5:30 AM	5:45 AM			6:05 AM		6:25 AM		6:50 AM			7:30 AM		8:20 AM		
QUANTICO				5:43 AM	5:58 AM			6:18 AM		6:38 AM		7:03 AM	7:22 AM		7:43 AM		8:33 AM		8:48 AM
POTOMAC SHORES				5:49 AM	6:04 AM			6:24 AM		6:44 AM		7:09 AM			7:49 AM		8:39 AM		
RIPPON				5:52 AM	6:07 AM			6:27 AM		6:47 AM		7:12 AM			7:52 AM		8:42 AM		
WOODBIDGE		5:38 AM		5:58 AM	6:13 AM			6:33 AM		6:53 AM		7:18 AM	7:36 AM		7:58 AM		8:48 AM		9:02 AM
LORTON				6:05 AM	6:20 AM			6:40 AM		7:00 AM		7:25 AM			8:05 AM		8:55 AM		
FRANCONIA-SPRINGFIELD				6:13 AM	6:28 AM			6:48 AM		7:08 AM		7:33 AM			8:13 AM		9:03 AM		
ALEXANDRIA	5:55 AM	6:05 AM	6:15 AM	6:25 AM	6:40 AM	6:39 AM	6:50 AM	7:00 AM	7:10 AM	7:20 AM	7:35 AM	7:45 AM	8:00 AM	8:15 AM	8:25 AM	8:55 AM	9:15 AM	9:37 AM	9:28 AM
CRYSTAL CITY	6:04 AM	6:14 AM	6:24 AM	6:34 AM	6:49 AM		6:59 AM	7:09 AM	7:19 AM	7:29 AM	7:44 AM	7:54 AM		8:24 AM	8:34 AM	9:04 AM	9:24 AM		
L'ENFANT	6:12 AM	6:22 AM	6:32 AM	6:42 AM	6:57 AM		7:07 AM	7:17 AM	7:27 AM	7:37 AM	7:52 AM	8:02 AM	8:11 AM	8:32 AM	8:42 AM	9:12 AM	9:32 AM		
UNION STATION	6:20 AM	6:30 AM	6:40 AM	6:50 AM	7:05 AM	7:07 AM	7:15 AM	7:25 AM	7:35 AM	7:45 AM	8:00 AM	8:10 AM	8:25 AM	8:40 AM	8:50 AM	9:20 AM	9:40 AM	9:53 AM	9:57 AM
Notes	Exiating Train	Exiating Train	Exiating Train	Exiating Train	Exiating Train	Exiating Train	Exiating Train	Exiating Train	Exiating Train	Exiating Train	Activate at Acquisition	Exiating Train	Exiating Train- See note 1	Exiating Train	Exiating Train	Exiating Train	Exiating Train	Exiating Train	Exiating Train- See note 1

Northbound (continued)

Timing of Slot Change	AQ						AQ		AQ										
Slot Number	71	73	74	77	78	79	79A	80	82	83	84	86	88	DH					
Train type	VRE	REG	REG	REG	AMT	REG	REG	VRE	REG	AMT	VRE	AMT	REG	REG					
Slot Activation	AQ	C	C	C	C	C	REG	C	AQ	C	C	C	C	AQ					
Train number	NEW	84	176	94	92	80	178	336	138	50	338	90	66	85-DH					
Origin	SPY	NFK	RNK	NFK	LD	LD	RNK	BRN	NFK	LD	BRN	LD	NPN						
NORFOLK		6:15 AM		9:30 AM					1:30 PM										
PETERSBURG		7:42 AM		10:57 AM	11:28 AM	1:11 PM			2:57 PM			4:20 PM							
NEWPORT NEWS													4:50 PM						
WILLIAMSBURG													5:11 PM						
MAIN STREET													6:01 PM	11:05 PM					
STAPLES MILL ROAD		8:25 AM		11:38 AM	12:16 PM	2:11 PM			3:38 PM			5:14 PM	6:31 PM	11:25 PM					
ASHLAND		8:39 AM		11:54 AM					3:54 PM				6:45 PM						
SPOTSVYLVANIA	8:26 AM																		
FREDERICKSBURG	8:37 AM	9:26 AM		12:40 PM		3:07 PM			4:41 PM				7:30 PM						
LEELAND ROAD	8:44 AM																		
BROOKE	8:50 AM																		
QUANTICO	9:03 AM	9:48 AM		1:01 PM		3:29 PM			5:03 PM				7:56 PM						
POTOMAC SHORES	9:09 AM																		
RIPPON	9:12 AM																		
WOODBIDGE	9:18 AM	10:01 AM		1:14 PM					5:16 PM				8:11 PM						
LORTON	9:25 AM																		
FRANCONIA-SPRINGFIELD	9:33 AM																		
ALEXANDRIA	9:45 AM	10:32 AM	11:08 AM	1:41 PM	2:04 PM	4:03 PM	4:10 PM	4:32 PM	5:47 PM	6:02 PM	6:18 PM	7:07 PM	8:34 PM						
CRYSTAL CITY	9:54 AM																		
L'ENFANT	10:02 AM																		
UNION STATION	10:10 AM	10:51 AM	11:23 AM	2:04 PM	2:38 PM	4:29 PM	4:30 PM	4:57 PM	6:07 PM	6:19 PM	6:43 PM	7:42 PM	9:03 PM						
Notes	Activate at Acquisition	Exiating Train- See note 1	Exiating Train- See note 1	Exiating Train- See note 1	Exiating Train	Exiating Train	Activate at Acquisition- See note 1	Exiating Train- See note 1	Activate at Acquisition- See note 1	Exiating Train	Exiating Train- See note 1	Exiating Train	Exiating Train- See note 1	Main Street-Staples Mill Deadhead from slot 39- See notes 2 & 8					

Note 1	Will be able to make stops at L'Enfant (2030) and Crystal City (2026), once a platform is available. Prior to implementation capacity will be evaluated to ensure capacity for train to stop at L'Enfant
Note 2	Extend Slot 39 (Train 85) to Newport News after completion of Phase 1; corresponding deadhead movement is then eliminated
Note 3	At completion of Phase 1, Slot 3 (Train 67) will return to Newport News; upon completion of Phase 2, Slot 5 (Train 151) will terminate at RVM and Slot 75 (NEW Train) will originate from RVM
Note 7	Train 85 runs Washington-Richmond Main Street Monday-Thursday, Fridays Train 85 runs Washington-Newport News
Note 8	Train 85-DH only operates Monday-Thursday
Note 9	Slot 6A and Slot 79A will be replaced by Slot 4 and Slot 89 at completion of Phase 1. When Phase 1 is complete, Slot 6A and Slot 79A will no longer operate
General Note 1	Richmond to Williamsburg-Newport News and Richmond to Petersburg-Norfolk assume current REG runtimes
General Note 2	Long Distance train runtimes based on published Amtrak schedules
General Note 3	Runtimes for VRE trains are based on current runtimes as outlined in the public timetables
General Note 4	All times, stopping patterns, and slot activation horizons listed are conceptual and may change subject to host railroad approval, changes or delays to infrastructure improvement, and/or Performance Committees feedback
General Note 5	Prior to and after completion of construction projects, the Performance Committees will readjust the schedules to reflect changes to infrastructure
General Note 6	Potomac Shores Station estimated opening in 2022; listed times are passing times for purposes of reference

Acquisition Phase Base Schedule - Saturday

Southbound

Timing of Slot Change						AQ	AQ							
Slot Number	DH	3W	6	8	9	9A	10W	11W	16	23W	24W	36	37W	40
Train Type	REG	REG	AMT	AMT	AMT	REG	REG	REG	AMT	REG	REG	AMT	AMT	AMT
Slot Activation	AQ	C	C	C	C	AQ	AQ	C	C	C	C	C	C	C
Train Number	164-DH	65	89	79	51	153	143	195	91	145	99	19	87	97
Final Destination		NFK	LD	NC	LD	RNK	NPN	RVM	LD	RNK	NPN	LD	NFK	LD
Days of Operation	SaSu	SaSu	Daily	Daily	Daily	SaSu	SaSu	SaSu	Daily	SaSu	SaSu	Daily	SaSu	Daily
UNION STATION		7:00 AM	10:00 AM	11:08 AM	11:15 AM	12:03 PM	1:51 PM	2:50 PM	3:10 PM	4:35 PM	5:00 PM	6:40 PM	7:00 PM	7:25 PM
L'ENFANT														
CRYSTAL CITY														
ALEXANDRIA		7:24 AM	10:18 AM	11:26 AM	11:31 AM	12:22 PM	2:10 PM	3:07 PM	3:28 PM	4:54 PM	5:18 PM	7:01 PM	7:17 PM	7:44 PM
FRANCONIA-SPRINGFIELD														
LORTON														
WOODBIDGE		7:45 AM					2:29 PM	3:25 PM			5:36 PM		7:36 PM	
RIPPON														
POTOMAC SHORES														
QUANTICO		8:01 AM		11:56 AM			2:43 PM	3:38 PM			5:49 PM		7:48 PM	
BROOKE														
LEELAND ROAD														
FREDERICKSBURG		8:26 AM		12:19 PM			3:10 PM	4:03 PM			6:13 PM		8:13 PM	8:33 PM
SPOTSYLVANIA														
ASHLAND		9:13 AM					3:53 PM	4:46 PM			6:56 PM		8:56 PM	
STAPLES MILL ROAD	5:30 AM	9:34 AM	12:19 PM	1:36 PM			4:27 PM	5:08 PM	5:22 PM		7:19 PM		9:24 PM	9:44 PM
MAIN STREET	5:50 AM						4:56 PM	5:39 PM			7:46 PM			
WILLIAMSBURG							5:48 PM				8:39 PM			
NEWPORT NEWS							6:18 PM				9:12 PM			
PETERSBURG		10:10 AM	12:54 PM	2:13 PM					5:56 PM				10:00 PM	10:18 PM
NORFOLK		11:48 AM											11:38 PM	
Notes	Staples Mill-Main Street Deadhead for slot 66W	Existing Train- See notes 1 & 3	Existing Train- See note 1	Existing Train- See note 1	Existing Train	Activate at Acquisition- See note 1 & 11	Activate at Acquisition and deactivate at slot 1. See notes 1, 10, & 15	Existing Train- See note 1	Existing Train	Existing Train- See note 1	Existing Train- See note 1	Existing Train	Existing Train- See note 1	Existing Train- See note 1

Northbound

Timing of Slot Change									AQ		AQ			
Slot Number	52	66W	69	73W	75W	76W	78	79	80A	83	84W	86	DH	88
Train Type	AMT	REG	AMT	REG	REG	REG	AMT	REG	REG	AMT	REG	AMT	REG	REG
Slot Activation	C	C	C	C	C	C	C	C	AQ	C	AQ	C	AQ	C
Train Number	98	164	20	88	194-96	156	92	80	166	50	124	90	195-DH	66
Origin	LD	RVM	LD	NFK	NPN	RNK	LD	LD	RNK	LD	NFK	LD	NPN	NPN
Days of Operation	Daily	SaSu	Daily	SaSu	SaSu	SaSu	Daily	Daily	SaSu	Daily	SaSu	Daily	SaSu	Sa
NORFOLK				6:15 AM							1:46 PM			11:15 PM
PETERSBURG	3:33 AM			7:42 AM			11:28 AM	1:11 PM			3:13 PM	4:20 PM		12:40 AM
NEWPORT NEWS					8:30 AM									5:05 PM
WILLIAMSBURG					8:52 AM									5:26 PM
MAIN STREET		6:10 AM			9:42 AM								5:59 PM	6:21 PM
STAPLES MILL ROAD	4:32 AM	6:35 AM		8:25 AM	10:19 AM		12:16 PM	2:11 PM			3:54 PM	5:14 PM	6:19 PM	6:51 PM
ASHLAND		6:50 AM		8:39 AM	10:33 AM						4:09 PM			7:05 PM
SPOTSYLVANIA														
FREDERICKSBURG	5:29 AM	7:33 AM		9:26 AM	11:18 AM			3:07 PM			4:56 PM			7:50 PM
LEELAND ROAD														
BROOKE														
QUANTICO		7:55 AM		9:48 AM	11:39 AM			3:29 PM			5:18 PM			8:16 PM
POTOMAC SHORES														
RIPPON														
WOODBIDGE		8:09 AM		10:02 AM	11:54 AM						5:31 PM			8:31 PM
LORTON														
FRANCONIA-SPRINGFIELD														
ALEXANDRIA	6:39 AM	8:38 AM	9:37 AM	10:27 AM	12:21 PM	1:22 PM	2:04 PM	4:03 PM	4:10 PM	6:02 PM	6:02 PM	7:07 PM		8:54 PM
CRYSTAL CITY														
L'ENFANT														
UNION STATION	7:07 AM	9:02 AM	9:53 AM	10:49 AM	12:20 PM	1:37 PM	2:38 PM	4:29 PM	4:30 PM	6:19 PM	6:22 PM	7:42 PM		9:23 PM
Notes	Existing Train	Existing Train- See note 1	Existing Train	Existing Train- See note 1	Existing Train- See note 1	Existing Train- See note 1	Existing Train	Existing Train	Activate at Acquisition- See notes 1 & 12	Existing Train	Activate at Acquisition- See note 1	Existing Train	Main Street-Staples Mill Deadhead from slot 11W	Existing Train, operates 15 minutes later on Saturday- See note 1

Note 1	Will be able to make stops at L'Enfant (2030) and Crystal City (2026), once a platform is available. Prior to implementation capacity will be evaluated to ensure capacity for train to stop at L'Enfant
Note 3	At completion of Phase 1, Slot 3W (Train 65) will return to Newport News and future Slot 2 will serve Norfolk
Note 10	Adjustments will be needed prior to implementation to account for meet with Slot 88 (Train 66)
Note 11	Slot 9A will be replaced by Slot 4 upon completion of Phase 1. When Phase 1 is complete, Slot 9A will no longer operate
Note 12	Slot 80A will be replaced by Slot 89 upon completion of Phase 1. When Phase 1 is complete, Slot 80A will no longer operate
Note 13	Slot 10W will be replaced by Slot 2 upon completion of Phase 1. Slot 10W will be inactive until the completion of Phase 2 when it is activated as a RVM bound train
General Note 1	Richmond to Williamsburg-Newport News and Richmond to Petersburg-Norfolk assume current REG runtimes
General Note 2	Long Distance train runtimes based on published Amtrak schedules
General Note 3	Runtimes for VRE trains are based on current runtimes as outlined in the public timetables
General Note 4	All times, stopping patterns, and slot activation horizons listed are conceptual and may change subject to host railroad approval, changes or delays to infrastructure improvement, and/or Performance Committees feedback
General Note 5	Prior to and after completion of construction projects, the Performance Committees will readjust the schedules to reflect changes to infrastructure
General Note 6	Potomac Shores Station estimated opening in 2022; listed times are passing times for purposes of reference

Acquisition Phase Base Schedule - Sunday
Southbound

Timing of Slot Change						AQ	AQ								
Slot Number	DH	3W	6	8	9	9A	10W	11W	16	16W	23W	24W	36	37W	40
Train Type	REG	REG	AMT	AMT	AMT	REG	REG	REG	AMT	REG	REG	REG	AMT	AMT	AMT
Slot Activation	AQ	C	C	C	C	AQ	AQ	C	C	C	C	C	C	C	C
Train Number	164-DH	65	89	79	51	153	143	195	91	157	147	99	19	87	97
Final Destination		NFK	LD	NC	LD	RNK	NPN	RVM	LD	NFK	RNK	NPN	LD	NFK	LD
Days of Operation	SaSu	SaSu	Daily	Daily	Daily	SaSu	SaSu	SaSu	Daily	Su	SaSu	SaSu	Daily	SaSu	Daily
UNION STATION		7:00 AM	10:00 AM	11:08 AM	11:15 AM	12:03 PM	1:51 PM	2:50 PM	3:10 PM	4:00 PM	4:35 PM	5:00 PM	6:40 PM	7:00 PM	7:25 PM
L'ENFANT															
CRYSTAL CITY															
ALEXANDRIA		7:24 AM	10:18 AM	11:26 AM	11:31 AM	12:22 PM	2:10 PM	3:07 PM	3:28 PM	4:17 PM	4:54 PM	5:18 PM	7:01 PM	7:17 PM	7:44 PM
FRANCONIA-SPRINGFIELD															
LORTON															
WOODBIDGE		7:45 AM					2:29 PM	3:25 PM		4:36 PM		5:36 PM		7:36 PM	
RIPPON															
POTOMAC SHORES															
QUANTICO		8:01 AM		11:56 AM			2:43 PM	3:38 PM		4:50 PM		5:49 PM		7:48 PM	
BROOKE															
LEELAND ROAD															
FREDERICKSBURG		8:26 AM		12:19 PM			3:10 PM	4:03 PM		5:12 PM		6:13 PM		8:13 PM	8:33 PM
SPOTSYLVANIA															
ASHLAND		9:13 AM					3:53 PM	4:46 PM		5:55 PM		6:56 PM		8:56 PM	
STAPLES MILL ROAD	5:30 AM	9:34 AM	12:19 PM	1:36 PM			4:27 PM	5:08 PM	5:22 PM	6:25 PM		7:19 PM		9:24 PM	9:44 PM
MAIN STREET	5:50 AM						4:56 PM	5:39 PM				7:46 PM			
WILLIAMSBURG							5:48 PM					8:39 PM			
NEWPORT NEWS							6:18 PM					9:12 PM			
PETERSBURG		10:10 AM	12:54 PM	2:13 PM					5:56 PM	7:01 PM				10:00 PM	10:18 PM
NORFOLK		11:48 AM								8:39 PM				11:38 PM	
Notes	Staples Mill-Main Street Deadhead for slot 66W	Existing Train- See notes 1 & 3	Existing Train	Existing Train- See note 1	Existing Train	Activate at Acquisition- See notes 1 & 11	Activate at Acquisition and deactivate at Phase 1- See notes 1, 10 & 13	Existing Train- See note 1	Existing Train	Existing Train- See note 1	Existing Train- See note 1	Existing Train- See note 1	Existing Train	Existing Train- See note 1	Existing Train

Northbound

Timing of Slot Change									AQ		AQ		
Slot Number	52	66W	69	73W	75W	76W	78	79	80A	83	84W	86	DH
Train Type	AMT	REG	AMT	REG	REG	REG	AMT	REG	REG	AMT	REG	AMT	REG
Slot Activation	C	C	C	C	C	C	C	C	AQ	C	AQ	C	AQ
Train Number	98	164	20	88	194-96	156	92	80	166	50	124	90	195-DH
Origin	LD	RVM	LD	NFK	NPN	RNK	LD	LD	RNK	LD	NFK	LD	
Days of Operation	Daily	SaSu	Daily	SaSu	SaSu	SaSu	Daily	Daily	SaSu	Daily	SaSu	Daily	SaSu
NORFOLK				6:15 AM			11:28 AM	1:11 PM			1:46 PM		
PETERSBURG	3:33 AM			7:42 AM							3:13 PM	4:20 PM	
NEWPORT NEWS					8:30 AM								
WILLIAMSBURG					8:52 AM								5:59 PM
MAIN STREET		6:10 AM			9:42 AM								
STAPLES MILL ROAD	4:32 AM	6:35 AM		8:25 AM	10:19 AM		12:16 PM	2:11 PM			3:54 PM	5:14 PM	6:19 PM
ASHLAND		6:50 AM		8:39 AM	10:33 AM						4:09 PM		
SPOTSYLVANIA													
FREDERICKSBURG	5:29 AM	7:33 AM		9:26 AM	11:18 AM			3:07 PM			4:56 PM		
LEELAND ROAD													
BROOKE													
QUANTICO		7:55 AM		9:48 AM	11:39 AM			3:29 PM			5:18 PM		
POTOMAC SHORES													
RIPPON													
WOODBIDGE		8:09 AM		10:02 AM	11:54 AM						5:31 PM		
LORTON													
FRANCONIA-SPRINGFIELD													
ALEXANDRIA	6:39 AM	8:38 AM	9:37 AM	10:27 AM	12:21 PM	1:22 PM	2:04 PM	4:03 PM	4:10 PM	6:02 PM	6:02 PM	7:07 PM	
CRYSTAL CITY													
L'ENFANT													
UNION STATION	7:07 AM	9:02 AM	9:53 AM	10:49 AM	12:20 PM	1:37 PM	2:38 PM	4:29 PM	4:30 PM	6:19 PM	6:22 PM	7:42 PM	
Notes	Existing Train	Existing Train- See note 1	Existing Train	Existing Train- See note 1	Existing Train- See note 1	Existing Train- See note 1	Existing Train	Existing Train	Activate at Acquisition- See notes 1 & 12	Existing Train	Activate at Acquisition- See note 1	Existing Train	Main Street-Staples Mill Deadhead from slot 11W

Note 1	Will be able to make stops at L'Enfant (2030) and Crystal City (2026), once a platform is available. Prior to implementation capacity will be evaluated to ensure capacity for train to stop at L'Enfant
Note 3	At completion of Phase 1, Slot 3W (Train 65) will return to Newport News and future Slot 2 will serve Norfolk
Note 10	Adjustments will be needed prior to implementation to account for meet with Slot 88 (Train 66)
Note 11	Slot 9A will be replaced by Slot 4 upon completion of Phase 1. When Phase 1 is complete, Slot 9A will no longer operate
Note 12	Slot 80A will be replaced by Slot 89 upon completion of Phase 1. When Phase 1 is complete, Slot 80A will no longer operate
Note 13	Slot 10W will be replaced by Slot 2 upon completion of Phase 1. Slot 10W will be inactive until the completion of Phase 2 when it is activated as a RVM bound train
General Note 1	Richmond to Williamsburg-Newport News and Richmond to Petersburg-Norfolk assume current REG runtimes
General Note 2	Long Distance train runtimes based on published Amtrak schedules
General Note 3	Runtimes for VRE trains are based on current runtimes as outlined in the public timetables
General Note 4	All times, stopping patterns, and slot activation horizons listed are conceptual and may change subject to host railroad approval, changes or delays to infrastructure improvement, and/or Performance Committees feedback
General Note 5	Prior to and after completion of construction projects, the Performance Committees will readjust the schedules to reflect changes to infrastructure
General Note 6	Potomac Shores Station estimated opening in 2022; listed times are passing times for purposes of reference

Phase 1 Base Schedule - Weekdays

Southbound

Timing of Slot Change				P1			AQ	AQ												
Slot Number	DH	1	DH	2	3	4	5	6	8	9	10	11	14	15	16	17	18	19	20	21
Train Type	REG	VRE	REG	REG	REG	REG	REG	AMT	AMT	AMT	VRE	VRE	REG	VRE	AMT	VRE	REG	VRE	VRE	VRE
Slot Activation	AQ	C	P1	P1	C	AQ	AQ	C	C	C	C	C	C	C	C	C	C	C	C	C
Train Number	86-DH	321	NEW-DH	NEW	67	NEW	151	89	79	51	301	325	95	303	91	327	125	305	307	329
Final Destination		BRN		NFK	NPN	RNK	NPN	LD	LD	LD	SPY	BRN	NFK	SPY	LD	BRN	NPN	SPY	SPY	BRN
UNION STATION		6:35 AM		6:50 AM	7:20 AM	8:40 AM	8:50 AM	10:00 AM	11:08 AM	11:15 AM	1:00 PM	1:15 PM	2:30 PM	2:40 PM	3:10 PM	3:20 PM	3:30 PM	3:40 PM	4:00 PM	4:10 PM
L'ENFANT											1:08 PM	1:23 PM		2:48 PM		3:28 PM		3:48 PM	4:08 PM	4:18 PM
CRYSTAL CITY											1:15 PM	1:30 PM		2:55 PM		3:35 PM		3:55 PM	4:15 PM	4:25 PM
ALEXANDRIA		6:52 AM		7:08 AM	7:38 AM	8:59 AM	9:09 AM	10:18 AM	11:26 AM	11:31 AM	1:23 PM	1:38 PM	2:48 PM	3:03 PM	3:28 PM	3:43 PM	3:49 PM	4:03 PM	4:23 PM	4:33 PM
FRANCONIA-SPRINGFIELD											1:34 PM			3:14 PM				4:14 PM	4:34 PM	
LORTON											1:41 PM			3:21 PM				4:21 PM	4:41 PM	
WOODBIDGE				7:26 AM	7:56 AM		9:28 AM				1:49 PM		3:07 PM	3:29 PM			4:08 PM	4:29 PM	4:49 PM	
RIPPON											1:53 PM			3:33 PM				4:33 PM	4:53 PM	
POTOMAC SHORES											1:55 PM			3:35 PM				4:35 PM	4:55 PM	
QUANTICO				7:38 AM	8:08 AM		9:40 AM		11:56 AM		2:05 PM		3:19 PM	3:45 PM			4:22 PM	4:45 PM	5:05 PM	
BROOKE											2:19 PM			3:59 PM				4:59 PM	5:19 PM	
LEELAND ROAD											2:28 PM			4:08 PM				5:08 PM	5:28 PM	
FREDERICKSBURG				8:02 AM	8:30 AM		10:05 AM		12:19 PM		2:36 PM		3:43 PM	4:16 PM			4:49 PM	5:16 PM	5:36 PM	
SPOTSVYLVANIA											2:47 PM			4:27 PM				5:27 PM	5:47 PM	
ASHLAND				8:45 AM	9:13 AM		10:48 AM						4:26 PM				5:32 PM			
STAPLES MILL ROAD	4:41 AM		8:11 AM	9:07 AM	9:39 AM		11:08 AM		12:19 PM	1:36 PM			4:53 PM		5:22 PM		6:06PM			
MAIN STREET	5:01 AM		8:31 AM		10:08 AM		11:37 AM										6:35 PM			
WILLIAMSBURG					11:00 AM		12:29 PM										7:27 PM			
NEWPORT NEWS					11:31 AM		1:00 PM										7:58 PM			
PETERSBURG				9:49 AM				12:54 PM	2:13 PM				5:30 PM		5:56 PM					
NORFOLK				11:33 AM									7:08 PM							
Notes	Staples Mill-Main Street Deadhead for slot 62	Existing Train	Staples Mill-Main Street Deadhead for slot 75	Activate at Phase 1- See notes 1 & 6	At completion of Phase 1 train will return to NPN- See notes 1 & 3	Slot 4 replices slot 6A at completion of Phase 1- See note 1 & 6	At completion of Phase 2, train terminates at RVM- See notes 1 & 3	Existing Train	Existing Train	Existing Train	Existing Train	Existing Train	Existing Train- See note 1	Existing Train	Existing Train	Existing Train	Existing Train- See note 1	Existing Train	Existing Train	Existing Train

Southbound (continued)

Timing of Slot Change	P1			P1					P1	AQ				AQ						P1	P1	P1
Slot Number	22	23	24	25	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	45
Train Type	VRE	VRE	REG	VRE	VRE	VRE	VRE	REG	VRE	VRE	VRE	VRE	VRE	AMT	VRE	VRE	REG	AMT	VRE	REG	VRE	VRE
Slot Activation	P1	C	C	P1	C	C	C	C	P1	AQ	C	C	AQ	C	C	C	C	C	P1	P1	P1	P1
Train Number	NEW	309	171	NEW	331	311	333	93	NEW	NEW	335	313	NEW	19	315	337	85	97	NEW	129	NEW	NEW
Final Destination	SPY	SPY	RNK	BRN	BRN	SPY	BRN	NFK	BRN	SPY	BRN	SPY	BRN	LD	SPY	BRN	NPN	LD	SPY	RVM	BRN	SPY
UNION STATION	4:20 PM	4:40 PM	4:45 PM	4:50 PM	5:10 PM	5:20 PM	5:30 PM	5:40 PM	5:45 PM	5:50 PM	6:00 PM	6:10 PM	6:20 PM	6:40 PM	6:50 PM	7:00 PM	7:15 PM	7:25 PM	8:00 PM	8:50 PM	9:50 PM	10:20 PM
L'ENFANT	4:28 PM	4:48 PM		4:58 PM	5:18 PM	5:28 PM	5:38 PM		5:53 PM	5:58 PM	6:08 PM	6:18 PM	6:28 PM		6:58 PM	7:08 PM			8:08 PM		9:58 PM	10:28 PM
CRYSTAL CITY	4:35 PM	4:55 PM		5:05 PM	5:25 PM	5:35 PM	5:45 PM		6:00 PM	6:05 PM	6:15 PM	6:25 PM	6:35 PM		7:05 PM	7:15 PM			8:15 PM		10:05 PM	10:35 PM
ALEXANDRIA	4:43 PM	5:03 PM	5:06 PM	5:13 PM	5:33 PM	5:43 PM	5:53 PM	5:59 PM	6:08 PM	6:13 PM	6:23 PM	6:33 PM	6:43 PM	7:01 PM		7:13 PM	7:32 PM	7:44 PM	8:23 PM	9:09 PM	10:13 PM	10:43 PM
FRANCONIA-SPRINGFIELD	4:54 PM	5:14 PM			5:54 PM					6:24 PM	6:44 PM				7:24 PM				8:34 PM			10:54 PM
LORTON	5:01 PM	5:21 PM			6:01 PM					6:31 PM	6:51 PM				7:31 PM				8:41 PM			11:01 PM
WOODBIDGE	5:09 PM	5:29 PM			6:09 PM		6:18 PM			6:39 PM	6:59 PM				7:39 PM		7:50 PM		8:49 PM	9:27 PM		11:09 PM
RIPPON	5:13 PM	5:33 PM			6:13 PM					6:43 PM	7:03 PM				7:43 PM				8:53 PM			11:13 PM
POTOMAC SHORES	5:15 PM	5:35 PM			6:15 PM					6:45 PM	7:05 PM				7:45 PM				8:55 PM			11:15 PM
QUANTICO	5:25 PM	5:45 PM			6:25 PM		6:31 PM			6:55 PM	7:15 PM				7:55 PM		8:02 PM		9:05 PM	9:39 PM		11:25 PM
BROOKE	5:39 PM	5:59 PM			6:39 PM					7:09 PM	7:29 PM				8:09 PM				9:19 PM			11:39 PM
LEELAND ROAD	5:48 PM	6:08 PM			6:48 PM					7:18 PM	7:38 PM				8:18 PM				9:28 PM			11:48 PM
FREDERICKSBURG	5:56 PM	6:16 PM			6:56 PM		7:01 PM			7:26 PM	7:46 PM				8:26 PM		8:31 PM	8:33 PM	9:36 PM	10:04 PM		11:56 PM
SPOTSVLVANIA	6:07 PM	6:27 PM			7:07 PM					7:37 PM	7:57 PM				8:37 PM				9:47 PM			12:07 AM
ASHLAND							7:41 PM										9:10 PM			10:47 PM		
STAPLES MILL ROAD							8:12 PM										9:32 PM	9:44 PM		11:07 PM		
MAIN STREET																	9:56 PM			11:36 PM		
WILLIAMSBURG																	10:52 PM					
NEWPORT NEWS							8:49 PM										11:23 PM					
PETERSBURG							10:27 PM											10:18 PM				
NORFOLK																						
Notes	Activate at completion of Phase 1	Existing Train	Existing Train- See note 1	Activate at completion of Phase 1	Existing Train	Existing Train	Existing Train	Existing Train- See note 1	Activate at completion of Phase 1	Activate at Acquisition	Existing Train	Existing Train	Activate at Acquisition	Existing Train	Existing Train	Existing Train	Existing Train- See notes 1 & 2	Existing Train	Activate at completion of Phase 1- See note 4	Activate at completion of Phase 1- See note 1	Activate at completion of Phase 1	Activate at completion of Phase 1

Note 1	Will be able to make stops at L'Enfant (2030) and Crystal City (2026), once a platform is available. Prior to implementation capacity will be evaluated to ensure capacity for train to stop at L'Enfant
Note 2	Extend Slot 39 (Train 85) to Newport News after completion of Phase 1; corresponding deadhead movement is then eliminated
Note 3	At completion of Phase 1, Slot 3 (Train 67) will return to Newport News; upon completion of Phase 2, Slot 5 (Train 151) will terminate at RVM and Slot 75 (NEW Train) will originate from RVM
Note 4	Slots 41 and 87 create roundtrips from one-ways as discussed in December 2019
Note 6	At time of publication, there is no NEC slot to connect to or from this train. As future NEC schedules are developed, Performance Committees will make any necessary changes to support connectivity
General Note 1	Richmond to Williamsburg-Newport News and Richmond to Petersburg-Norfolk assume current REG runtimes
General Note 2	Long Distance train runtimes based on published Amtrak schedules
General Note 3	Runtimes for VRE trains are based on current runtimes as outlined in the public timetables
General Note 4	All times, stopping patterns, and slot activation horizons listed are conceptual and may change subject to host railroad approval, changes or delays to infrastructure improvement, and/or Performance Committees feedback
General Note 5	Prior to and after completion of construction projects, the Performance Committees will readjust the schedules to reflect changes to infrastructure
General Note 6	Potomac Shores Station estimated opening in 2022; listed times are passing times for purposes of reference

Phase 1 Base Schedule - Weekdays

Northbound

Timing of Slot Change					P1						P1		P1	AQ		P1							
Slot Number	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	64	65	67	68	69	70
Train type	VRE	VRE	VRE	VRE	VRE	VRE	AMT	VRE	VRE	VRE	VRE	VRE	VRE	VRE	VRE	VRE	REG	VRE	VRE	VRE	VRE	AMT	REG
Slot Activation	C	C	C	C	P1	C	C	C	C	C	P1	C	P1	AQ	C	P1	C	C	C	C	C	C	C
Train number	322	300	324	302	NEW	304	98	326	306	328	NEW	308	NEW	NEW	310	NEW	86	330	312	332	314	20	174
Origin	BRN	SPY	BRN	SPY	BRN	SPY	LD	BRN	SPY	BRN	SPY	SPY	SPY	BRN	SPY	BRN	RVM	BRN	SPY	BRN	SPY	LD	NPN
NORFOLK																							
PETERSBURG							3:33 AM																
NEWPORT NEWS																							5:35 AM
WILLIAMSBURG																							5:57 AM
MAIN STREET																	5:40 AM						6:50 AM
STAPLES MILL ROAD							4:32 AM										6:05 AM						7:25 AM
ASHLAND																	6:19 AM						7:39 AM
SPOTSYLVANIA		4:52 AM		5:06 AM		5:21 AM			5:41 AM		5:51 AM	6:01 AM	6:11 AM		6:26 AM				7:06 AM		7:56 AM		
FREDERICKSBURG		5:03 AM		5:17 AM		5:32 AM	5:29 AM		5:52 AM		6:02 AM	6:12 AM	6:22 AM		6:38 AM		7:02 AM		7:17 AM		8:07 AM		8:26 AM
LEELAND ROAD		5:12 AM		5:24 AM		5:39 AM			5:59 AM		6:09 AM	6:19 AM	6:29 AM		6:44 AM				7:24 AM		8:14 AM		
BROOKE		5:16 AM		5:30 AM		5:45 AM			6:05 AM		6:15 AM	6:25 AM	6:35 AM		6:50 AM				7:30 AM		8:20 AM		
QUANTICO				5:43 AM		5:58 AM			6:18 AM		6:28 AM	6:38 AM	6:48 AM		7:03 AM		7:22 AM		7:43 AM		8:33 AM		8:48 AM
POTOMAC SHORES				5:49 AM		6:04 AM			6:24 AM		6:34 AM	6:44 AM	6:54 AM		7:09 AM				7:49 AM		8:39 AM		
RIPPOON				5:52 AM		6:07 AM			6:27 AM		6:37 AM	6:47 AM	6:57 AM		7:12 AM				7:52 AM		8:42 AM		
WOODBIDGE		5:38 AM		5:58 AM		6:13 AM			6:33 AM		6:43 AM	6:53 AM	7:03 AM		7:18 AM		7:36 AM		7:58 AM		8:48 AM		9:02 AM
LORTON				6:05 AM		6:20 AM			6:40 AM		6:50 AM	7:00 AM	7:10 AM		7:25 AM				8:05 AM		8:55 AM		
FRANCONIA-SPRINGFIELD				6:13 AM		6:28 AM			6:48 AM		6:58 AM	7:08 AM	7:18 AM		7:33 AM				8:13 AM		9:03 AM		
ALEXANDRIA	5:55 AM	6:05 AM	6:15 AM	6:25 AM	6:30 AM	6:40 AM	6:39 AM	6:50 AM	7:00 AM	7:05 AM	7:10 AM	7:20 AM	7:30 AM	7:35 AM	7:45 AM	7:55 AM	8:00 AM	8:15 AM	8:25 AM	8:55 AM	9:15 AM	9:37 AM	9:28 AM
CRYSTAL CITY	6:04 AM	6:14 AM	6:24 AM	6:34 AM	6:39 AM	6:49 AM		6:59 AM	7:09 AM	7:14 AM	7:19 AM	7:29 AM	7:39 AM	7:44 AM	7:54 AM	8:04 AM		8:24 AM	8:34 AM	9:04 AM	9:24 AM		
L'ENFANT	6:12 AM	6:22 AM	6:32 AM	6:42 AM	6:47 AM	6:57 AM		7:07 AM	7:17 AM	7:22 AM	7:27 AM	7:37 AM	7:47 AM	7:52 AM	8:02 AM	8:12 AM		8:32 AM	8:42 AM	9:12 AM	9:32 AM		
UNION STATION	6:20 AM	6:30 AM	6:40 AM	6:50 AM	6:55 AM	7:05 AM	7:07 AM	7:15 AM	7:25 AM	7:30 AM	7:35 AM	7:45 AM	7:55 AM	8:00 AM	8:10 AM	8:20 AM	8:25 AM	8:40 AM	8:50 AM	9:20 AM	9:40 AM	9:53 AM	9:57 AM
Notes	Existing Train	Existing Train	Existing Train	Existing Train	Activate at completion of Phase 1	Existing Train	Existing Train	Existing Train	Existing Train	Existing Train	Activate at completion of Phase 1	Existing Train	Activate at completion of Phase 1	Activate at Acquisition	Existing Train	Activate at completion of Phase 1	Existing Train- See note 1	Existing Train	Existing Train	Existing Train	Existing Train	Existing Train	Existing Train- See Note 1

Northbound (continued)

Timing of Slot Change	AQ				P1	P1					P1	AQ				P1		AQ			
Slot Number	71	73	74		75	76	77	78	79	80	81	82	83	84	86	87	88	89	DH		
Train type	VRE	REG	REG	REG	REG	REG	REG	AMT	REG	VRE	VRE	REG	AMT	VRE	AMT	VRE	REG	REG	REG		
Slot Activation	AQ	C	C		P1	P1	C	C	C	C	P1	AQ	C	C	C	P1	C	AQ	AQ	P1	
Train number	NEW	84	176	NEW	184	94	92	80	336	NEW	138	50	338	90	NEW	66	NEW	NEW	129-DH		
Origin	SPY	NFK	RNK		NPN	NPN	NFK	LD	LD	BRN	SPY	NFK	LD	BRN	LD	BRN	NPN	RNK			
NORFOLK		6:15 AM					9:30 AM					1:30 PM									
PETERSBURG		7:42 AM					10:57AM	11:28 AM	1:11 PM			2:57 PM			4:20 PM						
NEWPORT NEWS					7:50 AM	8:15 AM											4:50 PM				
WILLIAMSBURG					8:12 AM	8:37 AM											5:11 PM				
MAIN STREET					9:02 AM	9:30 AM											6:01 PM				12:05 AM
STAPLES MILL ROAD		8:25 AM		9:26 AM	10:05 AM	11:38 AM		12:16 PM	2:11 PM			3:38 PM			5:14 PM		6:31 PM				12:25 AM
ASHLAND		8:39 AM		9:40 AM	10:18 AM	11:54 AM						3:54 PM					6:45 PM				
SPOTSYLVANIA	8:26 AM										4:06 PM										
FREDERICKSBURG	8:37 AM	9:26 AM			10:23 AM	11:05 AM	12:40 PM		3:07 PM		4:17 PM	4:41 PM					7:30 PM				
LEELAND ROAD	8:44 AM										4:24 PM										
BROOKE	8:50 AM										4:30 PM										
QUANTICO	9:03 AM	9:48 AM			10:43 AM	11:27 AM	1:01 PM		3:29 PM		4:43 PM	5:03 PM					7:56 PM				
POTOMAC SHORES	9:09 AM																				
RIPPOON	9:12 AM																				
WOODBIDGE	9:18 AM	10:01 AM			10:57 AM	11:41 AM	1:14 PM				4:58 PM	5:16 PM					8:11 PM				
LORTON	9:25 AM																				
FRANCONIA-SPRINGFIELD	9:33 AM																				
ALEXANDRIA	9:45 AM	10:32 AM	11:08 AM	11:21 AM	12:07 PM	1:41 PM	2:04 PM	4:03 PM	4:32 PM		5:25 PM	5:47 PM	6:02 PM	6:18 PM	7:07 PM	7:45 PM	8:34 PM	9:29 PM			
CRYSTAL CITY	9:54 AM										5:34 PM					7:54 PM					
L'ENFANT	10:02 AM															8:02 PM					
UNION STATION	10:10 AM	10:51 AM	11:23 AM	11:44 AM	12:39 PM	2:04 PM	2:38 PM	4:29 PM	4:57 PM		5:50 PM	6:07 PM	6:19 PM	6:43 PM	7:42 PM	8:10 PM	9:03 PM	10:00 PM			
Notes	Activate at Acquisition	Existing Train- See note 1	Existing Train- See note 1	Activate at completion of Phase 1- See notes 1, 3, & 6	Activate at completion of Phase 1- See note 1	Existing Train- See note 1	Existing Train	Existing Train	Existing Train- See note 1	Activate at completion of Phase 1- See note 1	Activate at Acquisition- See note 1	Existing Train	Existing Train- See note 1	Existing Train	Activate at completion of Phase 1- See notes 1 & 4	Existing Train- See note 1	Activate at Acquisition- See notes 1 & 6	Main Street-Staples Mill Deadhead from sid 42			

Note 1	Will be able to make stops at L'Enfant (2030) and Crystal City (2026), once a platform is available. Prior to implementation capacity will be evaluated to ensure capacity for train to stop at L'Enfant
Note 2	Extend Slot 39 (Train 85) to Newport News after completion of Phase 1; corresponding deadhead movement is then eliminated
Note 3	At completion of Phase 1, Slot 3 (Train 67) will return to Newport News; upon completion of Phase 2, Slot 5 (Train 151) will terminate at RVM and Slot 75 (NEW Train) will originate from RVM
Note 4	Slots 41 and 87 create roundtrips from one-ways as discussed in December 2019
Note 6	At time of publication, there is no NEC slot to connect to or from this train. As future NEC schedules are developed, Performance Committees will make any necessary changes to support connectivity
General Note 1	Richmond to Williamsburg-Newport News and Richmond to Petersburg-Norfolk assume current REG runtimes
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General Note 5	Prior to and after completion of construction projects, the Performance Committees will readjust the schedules to reflect changes to infrastructure
General Note 6	Potomac Shores Station estimated opening in 2022; listed times are passing times for purposes of reference

Phase 1 Base Schedule - Weekends

Southbound

Timing of Slot Change		AQ		AQ							P1	P1			P1	P1	P1	P1					P1	P1
Slot Number	DH	2	3W	4	DH	6	8	9	11W	16	17W	21	22	23W	24W	27	28	33	34	36	37W	40	41W	42W
Train Type	REG	REG	REG	REG	REG	AMT	AMT	AMT	REG	AMT	REG	VRE	VRE	REG	REG	VRE	VRE	VRE	VRE	AMT	AMT	AMT	REG	REG
Slot Activation	AQ	AQ	C	AQ	P1	C	C	C	C	C	C	P1	P1	C	C	P1	P1	P1	P1	C	C	C	P1	P1
Train Number	164-DH	NEW	65	NEW	126/146-DH	89	79	51	195	91	157	329	NEW	145-147	99	331	311	335	313	19	87	97	163/189	149/159
Final Destination		NFK	NPN	RNK		LD	NC	LD	NPN	LD	NFK	BRN	SPY	RNK	NPN	BRN	SPY	BRN	SPY	LD	NFK	LD	NPN	RVM
Days of Operation	SaSu	Daily	SaSu	Daily	SaSu	Daily	Daily	Daily	SaSu	Daily	Su	Daily	SaSu	SaSu	SaSu	Daily	Daily	Daily	Daily	Daily	SaSu	Daily	SaSu	SaSu
UNION STATION		6:50 AM	7:00 AM	8:40 AM		10:00 AM	11:08 AM	11:15 AM	2:50 PM	3:10 PM	4:00 PM	4:10 PM	4:20 PM	4:35 PM	5:00 PM	5:10 PM	5:20 PM	6:00 PM	6:10 PM	6:40 PM	7:00 PM	7:25 PM	7:55 PM	9:00 PM
L'ENFANT												4:18 PM	4:28 PM			5:18 PM	5:28 PM	6:08 PM	6:18 PM					
CRYSTAL CITY												4:25 PM	4:35 PM			5:25 PM	5:35 PM	6:15 PM	6:25 PM					
ALEXANDRIA		7:08 AM	7:19 AM	8:59 AM		10:18 AM	11:26 AM	11:31 AM	3:07 PM	3:28 PM	4:17 PM	4:33 PM	4:43 PM	5:07 PM	5:18 PM	5:33 PM	5:43 PM	6:23 PM	6:33 PM	7:01 PM	7:17 PM	7:44 PM	8:12 PM	9:19 PM
FRANCONIA-SPRINGFIELD													4:54 PM			5:54 PM	6:04 PM		6:44 PM					
LORTON									3:25 PM		4:36 PM		5:01 PM		5:36 PM		6:01 PM		6:51 PM				8:30 PM	9:37 PM
WOODBIDGE		7:26 AM	7:39 AM										5:09 PM		5:36 PM		6:09 PM		6:59 PM		7:36 PM			
RIPPON													5:13 PM				6:13 PM		7:03 PM					
POTOMAC SHORES													5:15 PM				6:15 PM		7:05 PM					
QUANTICO		7:38 AM	7:51 AM				11:56 AM		3:38 PM		4:50 PM		5:25 PM		5:49 PM		6:25 PM		7:15 PM		7:48 PM		8:42 PM	9:49 PM
BROOKE													5:39 PM				6:39 PM		7:29 PM					
LEELAND ROAD													5:48 PM				6:48 PM		7:38 PM					
FREDERICKSBURG		8:02 AM	8:16 AM				12:19 PM		4:03 PM		5:12 PM		5:56 PM		6:13 PM		6:56 PM		7:46 PM		8:13 PM	8:33 PM	9:07 PM	10:14 PM
SPOTSYLVANIA													6:07 PM				7:07 PM		7:57 PM					
ASHLAND		8:45 AM	8:59 AM						4:46 PM		5:55 PM				6:56 PM					8:56 PM			9:50 PM	10:57 PM
STAPLES MILL ROAD	5:30 AM	9:07 AM	9:27 AM		11:57 AM	12:19 PM	1:36 PM		5:08 PM	5:22 PM	6:25 PM				7:19 PM					9:24 PM	9:44 PM	10:12 PM	11:17 PM	
MAIN STREET	5:50 AM		9:59 AM		12:17 PM				5:39 PM						7:46 PM							10:41 PM	11:46 PM	
WILLIAMSBURG			10:52 AM						6:31 PM						8:39 PM							11:33 PM		
NEWPORT NEWS			11:27 AM						7:02 PM						9:12 PM							12:04 AM		
PETERSBURG		9:49 AM				12:54 PM	2:13 PM			5:56 PM	7:01 PM									10:00 PM	10:18 PM			
NORFOLK		11:33 AM									8:39 PM									11:38 PM				
Notes	Staples Mill-Main Street Deadhead for slot 66W	Replaces slot 10W at completion of Phase 1- See notes 1 & 3	Existing Train- See note 3	Activate at Acquisition- See note 1 & 6	Staples Mill-Main Street Deadhead for slot 79W	Existing Train	Existing Train- See note 1	Existing Train	Extend to NPN upon completion of Phase 1- See note 1	Existing Train	Existing Train- See note 1	Activate slot on weekends at completion of Phase 1	Activate slot on weekends at completion of Phase 1	Existing Train- See note 1	Existing Train- See note 1	Activate slot on weekends at completion of Phase 1	Activate slot on weekends at completion of Phase 1	Activate slot on weekends at completion of Phase 1	Existing Train	Existing Train- See note 1	Existing Train	Activate at completion of Phase 1- See note 1	Activate at completion of Phase 1- See note 1	

Northbound

Timing of Slot Change		P1	P1		P1					P1	P1	P1				P1		AQ				AQ			
Slot Number	52	64	65	66W	67	68W	69	70W	71W	72W	73W	74W	75W	76W	78	79W	79	83	84W	86	DH	88	89	DH	DH
Train Type	AMT	VRE	VRE	REG	VRE	REG	AMT	VRE	VRE	VRE	REG	REG	REG	REG	AMT	REG	REG	AMT	REG	AMT	REG	REG	REG	REG	REG
Slot Activation	C	P1	P1	C	P1	C	C	P1	P1	P1	C	P1	C	C	C	P1	C	C	AQ	C	AQ	C	AQ	C	P1
Train Number	98	330	312	164	332	82	20	NEW	NEW	NEW	88	140	194/96	156	92	126/146	80	50	124	90	195-DH	66	NEW	1078-DH	149/159-DH
Origin	LD	BRN	SPY	RVM	BRN	RVM	LD	SPY	BRN	SPY	NFK	NPN	NPN	RNK	LD	RVM	LD	LD	NFK	LD	SaSu	Sa	NPN	RNK	
Days of Operation	Daily	Daily	Daily	SaSu	Daily	Sa	Daily	SaSu	SaSu	SaSu	SaSu	SaSu	SaSu	SaSu	Daily	SaSu	Daily	Daily	SaSu	Daily	SaSu	Sa	Daily	Fr	SaSu
NORFOLK											6:15 AM								1:46 PM					11:15 PM	
PETERSBURG	3:33 AM										7:42 AM				11:28 AM		1:11 PM		3:13 PM	4:20 PM				12:40 AM	
NEWPORT NEWS												7:50 AM	8:30 AM									5:05 PM			
WILLIAMSBURG												8:12 AM	8:52 AM									5:26 PM			
MAIN STREET				6:10 AM		7:15 AM						9:02 AM	9:42 AM			12:37 PM					5:59 PM	6:21 PM			12:06 PM
STAPLES MILL ROAD	4:32 AM			6:35 AM		7:44 AM					8:25 AM	9:26 AM	10:19 AM		12:16 PM	1:12 PM	2:11 PM		3:54 PM	5:14 PM	6:19 PM	6:51 PM		1:16 AM	12:26 PM
ASHLAND				6:50 AM		7:58 AM					8:39 AM	9:40 AM	10:33 AM			1:26 PM			4:09 PM			7:05 PM			
SPOTSYLVANIA			7:06 AM					8:16 AM		8:56 AM															
FREDERICKSBURG	5:29 AM		7:17 AM	7:33 AM		8:42 AM		8:27 AM	9:07 AM	9:26 AM	10:23 AM	11:18 AM				2:13 PM	3:07 PM		4:56 PM			7:50 PM			
LEELAND ROAD			7:24 AM					8:34 AM	9:14 AM																
BROOKE			7:30 AM					8:40 AM	9:20 AM																
QUANTICO			7:43 AM	7:55 AM	9:03 AM			8:53 AM	9:33 AM	9:48 AM	10:43 AM	11:39 AM			2:35 PM	3:29 PM		5:18 PM			8:16 PM				
POTOMAC SHORES			7:49 AM					8:59 AM	9:39 AM																
RIPPON			7:52 AM					9:02 AM	9:42 AM																
WOODBIDGE			7:58 AM	8:09 AM	9:13 AM			9:08 AM	9:48 AM	10:02 AM	10:57 AM	11:54 AM				2:49 PM		5:31 PM			8:31 PM				
LORTON			8:05 AM					9:15 AM	9:55 AM																
FRANCONIA-SPRINGFIELD			8:13 AM					9:23 AM	10:03 AM																
ALEXANDRIA	6:39 AM	8:15 AM	8:25 AM	8:38 AM	8:55 AM	9:33 AM	9:37 AM	9:35 AM	9:55 AM	10:15 AM	10:27 AM	11:21 AM	12:21 PM	1:22 PM	2:04 PM	3:15 PM	4:03 PM	6:02 PM	6:02 PM	7:07 PM		8:54 PM	9:29 PM		
CRYSTAL CITY		8:24 AM	8:34 AM		9:04 AM			9:44 AM	10:04 AM	10:24 AM															
L'ENFANT		8:32 AM	8:42 AM		9:12 AM			9:52 AM	10:12 AM	10:32 AM															
UNION STATION	7:07 AM	8:40 AM	8:50 AM	9:02 AM	9:20 AM	9:55 AM	9:53 AM	10:00 AM	10:20 AM	10:40 AM	10:51 AM	11:44 AM	12:42 PM	1:37 PM	2:38 PM	3:40 PM	4:29 PM	6:19 PM	6:22 PM	7:42 PM		9:23 PM	10:00 PM		
Notes	Existing Train	Activate slot on weekends at completion of Phase 1	Activate slot on weekends at completion of Phase 1	Existing Train- See note 1	Activate slot on weekends at completion of Phase 1	Existing Train- See note 1	Existing Train	Activate slot on weekends at completion of Phase 1	Activate slot on weekends at completion of Phase 1	Activate slot on weekends at completion of Phase 1	Existing Train- See note 1	Activate at completion of Phase 1- See note 1	Existing Train- See note 1	Existing Train- See note 1	Existing Train	Activate at completion of Phase 1- See note 1	Existing Train	Existing Train	Activate at Acquisition- See note 1	Existing Train	Main Street-Staples Mill Deadhead from slot 11W	Existing Train, operates 15 minutes later on Saturday- See note 1	Activate at Acquisition- See notes 1 & 6	Existing Train	Main Street-Staples Mill Deadhead from slot 42W

Note 1	Will be able to make stops at L'Enfant (2030) and Crystal City (2026), once a platform is available. Prior to implementation capacity will be evaluated to ensure capacity for train to stop at L'Enfant
Note 3	At completion of Phase 1, Slot 3W (Train 65) will return to Newport News and future Slot 2 will serve Norfolk
Note 6	At time of publication, there is no NEC slot to connect to or from this train. As future NEC schedules are developed, Performance Committees will make any necessary changes to support connectivity
General Note 1	Richmond to Williamsburg-Newport News and Richmond to Petersburg-Norfolk assume current REG runtimes
General Note 2	Long Distance train runtimes based on published Amtrak schedules
General Note 3	Runtimes for VRE trains are based on current runtimes as outlined in the public timetables
General Note 4	All times, stopping patterns, and slot activation horizons listed are conceptual and may change subject to host railroad approval, changes or delays to infrastructure improvement, and/or Performance Committees feedback
General Note 5	Prior to and after completion of construction projects, the Performance Committees will readjust the schedules to reflect changes to infrastructure
General Note 6	Potomac Shores Station estimated opening in 2022; listed times are passing times for purposes of reference

Phase 2 Base Schedule - Weekdays

Southbound

Timing of Slot Change					P1		AQ	AQ		P2						P2	P2								
Slot Number	DH	DH	1	DH	2	3	4	5	6	7	8	9	10	11	DH	12	13	14	15	16	17	18	19	20	21
Train Type	REG	REG	VRE	REG	REG	REG	REG	REG	AMT	REG	AMT	AMT	VRE	VRE	REG	REG	VRE	REG	VRE	AMT	VRE	REG	VRE	VRE	VRE
Slot Activation	AQ	P2	C	P1	P1	C	AQ	AQ	C	P2	C	C	C	C	P2	P2	C	C	C	C	C	C	C	C	C
Train Number	86-DH	174-DH	321	NEW-DH	NEW	67	NEW	151	89	111	79	51	301	325	186-DH	141	NEW	95	303	91	327	125	305	307	329
Final Destination			BRN		NFK	NPN	RNK	RVM	LD	RVM	LD	LD	SPY	BRN		RVM	SPY	NFK	SPY	LD	BRN	NPN	SPY	SPY	BRN
UNION STATION			6:35 AM		6:50 AM	7:20 AM	8:40 AM	8:50 AM	10:00 AM	10:24 AM	11:08 AM	11:15 AM	1:00 PM	1:15 PM		1:50 PM	2:05 PM	2:30 PM	2:40 PM	3:10 PM	3:20 PM	3:30 PM	3:40 PM	4:00 PM	4:10 PM
L'ENFANT													1:08 PM	1:23 PM			2:13 PM	2:48 PM		3:28 PM		3:48 PM	4:08 PM	4:18 PM	
CRYSTAL CITY													1:15 PM	1:30 PM			2:20 PM		2:55 PM		3:35 PM		3:55 PM	4:15 PM	4:25 PM
ALEXANDRIA			6:52 AM		7:08 AM	7:38 AM	8:59 AM	9:09 AM	10:18 AM	10:43 AM	11:26 AM	11:31 AM	1:23 PM	1:38 PM		2:09 PM	2:28 PM	2:48 PM	3:03 PM	3:28 PM	3:43 PM	3:49 PM	4:03 PM	4:23 PM	4:33 PM
FRANCONIA-SPRINGFIELD													1:34 PM				2:39 PM		3:14 PM				4:14 PM	4:34 PM	
LORTON													1:41 PM				2:46 PM		3:21 PM				4:21 PM	4:41 PM	
WOODBIDGE					7:26 AM	7:56 AM		9:28 AM		11:01 AM			1:49 PM			2:27 PM	2:54 PM	3:07 PM	3:29 PM			4:08 PM	4:29 PM	4:49 PM	
RIPPON													1:53 PM				3:00 PM		3:33 PM				4:33 PM	4:53 PM	
POTOMAC SHORES													1:55 PM						3:35 PM				4:35 PM	4:55 PM	
QUANTICO					7:38 AM	8:08 AM		9:40 AM		11:13 AM	11:56 AM		2:05 PM			2:39 PM	3:10 PM	3:19 PM	3:45 PM			4:22 PM	4:45 PM	5:05 PM	
BROOKE													2:19 PM				3:24 PM		3:59 PM				4:59 PM	5:19 PM	
LEELAND ROAD													2:28 PM				3:33 PM		4:08 PM				5:08 PM	5:28 PM	
FREDERICKSBURG					8:02 AM	8:30 AM		10:05 AM		11:38 AM	12:19 PM		2:36 PM			3:04 PM	3:41 PM	3:43 PM	4:16 PM			4:49 PM	5:16 PM	5:36 PM	
SPOTSVYLVANIA													2:47 PM				3:52 PM		4:27 PM				5:27 PM	5:47 PM	
ASHLAND					8:45 AM	9:13 AM		10:48 AM		12:21 PM						3:46 PM		4:26 PM					5:32 PM		
STAPLES MILL ROAD	4:41 AM	6:11 AM		8:11 AM	9:07 AM	9:39 AM		11:08 AM	12:19 PM	12:41 PM	1:36 PM				3:22 PM	4:06 PM		4:53 PM		5:22 PM		6:06 PM			
MAIN STREET	5:01 AM	6:31 AM		8:31 AM		10:08 AM		11:37 AM		1:10 PM					3:42 PM	4:35 PM						6:35 PM			
WILLIAMSBURG						11:00 AM																7:27 PM			
NEWPORT NEWS						11:31 AM																7:58 PM			
PETERSBURG					9:49 AM				12:54 PM		2:13 PM							5:30 PM		5:56 PM					
NORFOLK					11:33 AM													7:08 PM							
Notes	Staples Mill-Main Street Deadhead for slot 62	Staples Mill-Main Street Deadhead for slot 70	Existing Train	Staples Mill-Main Street Deadhead for slot 75	Activate at Phase 1- See notes 1 & 6	At Acquisition train will switch to NFK from NPN- See notes 1 & 3	Slot 4 replaces slot 6A at completion of Phase 1- See note 1 & 6	At Phase 2 train terminates at RVM- See notes 1 & 3	Existing Train	Activate at completion of Phase 2- See note 1	Existing Train	Existing Train	Existing Train	Existing Train	Staples Mill-Main Street Deadhead for slot 85	Activate at completion of Phase 2- See note 1	Activate at completion of Phase 2	Existing Train- See note 1	Existing Train	Existing Train	Existing Train	Existing Train- See note 1	Existing Train	Existing Train	Existing Train

Southbound (continued)

Timing of Slot Change	P1			P1	P2					DH		P1	AQ			AQ					P1	P2		P1	
Slot Number	22	23	24	25	26	27	28	29		30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45
Train Type	VRE	VRE	REG	VRE	VRE	VRE	VRE	VRE	REG	REG	VRE	VRE	VRE	VRE	VRE	AMT	VRE	VRE	REG	AMT	VRE	REG	VRE	REG	VRE
Slot Activation	P1	C	C	P1	P2	C	C	C	P2	C	P1	AQ	C	C	AQ	C	C	C	C	C	P1	P1	P1	P2	P1
Train Number	NEW	309	171	NEW	NEW	331	311	333	NEW-DH	93	NEW	NEW	335	313	NEW	19	315	337	85	97	NEW	129	NEW	193	NEW
Final Destination	SPY	SPY	RNK	BRN	SPY	BRN	SPY	BRN		NFK	BRN	SPY	BRN	SPY	BRN	LD	SPY	BRN	NPN	LD	SPY	RVM	BRN	RVM	SPY
UNION STATION	4:20 PM	4:40 PM	4:45 PM	4:50 PM	5:00 PM	5:10 PM	5:20 PM	5:30 PM		5:40 PM	5:45 PM	5:50 PM	6:00 PM	6:10 PM	6:20 PM	6:40 PM	6:50 PM	7:00 PM	7:15 PM	7:25 PM	8:00 PM	8:50 PM	9:50 PM	10:00 PM	10:20 PM
L'ENFANT	4:28 PM	4:48 PM		4:58 PM	5:08 PM	5:18 PM	5:28 PM	5:38 PM		5:59 PM	5:53 PM	5:58 PM	6:08 PM	6:18 PM	6:28 PM	6:48 PM	6:58 PM	7:08 PM			8:08 PM		9:58 PM	10:08 PM	10:28 PM
CRYSTAL CITY	4:35 PM	4:55 PM		5:05 PM	5:15 PM	5:25 PM	5:35 PM	5:45 PM			6:00 PM	6:05 PM	6:15 PM	6:25 PM	6:35 PM		7:05 PM	7:15 PM			8:15 PM	10:05 PM		10:35 PM	
ALEXANDRIA	4:43 PM	5:03 PM	5:06 PM	5:13 PM	5:23 PM	5:33 PM	5:43 PM	5:53 PM			6:08 PM	6:13 PM	6:23 PM	6:33 PM	6:43 PM	7:01 PM	7:13 PM	7:23 PM	7:32 PM	7:44 PM	8:23 PM	9:09 PM	10:19 PM	10:43 PM	
FRANCONIA-SPRINGFIELD	4:54 PM	5:14 PM			5:34 PM		5:54 PM					6:24 PM		6:44 PM			7:24 PM				8:34 PM			10:54 PM	
LORTON	5:01 PM	5:21 PM			5:41 PM		6:01 PM					6:31 PM		6:51 PM			7:31 PM				8:41 PM			11:01 PM	
WOODBIDGE	5:09 PM	5:29 PM			5:49 PM		6:09 PM		6:18 PM			6:39 PM		6:59 PM			7:39 PM		7:50 PM		8:49 PM	9:27 PM		10:37 PM	11:09 PM
RIPPON	5:13 PM	5:33 PM			5:53 PM		6:13 PM					6:43 PM		7:03 PM			7:43 PM				8:53 PM			11:13 PM	
POTOMAC SHORES	5:15 PM	5:35 PM			5:55 PM		6:15 PM					6:45 PM		7:05 PM			7:45 PM				8:55 PM			11:15 PM	
QUANTICO	5:25 PM	5:45 PM			6:05 PM		6:25 PM		6:31 PM			6:55 PM		7:15 PM			7:55 PM		8:02 PM		9:05 PM	9:39 PM		10:49 PM	
BROOKE	5:39 PM	5:59 PM			6:19 PM		6:39 PM					7:09 PM		7:29 PM			8:09 PM				9:19 PM			11:39 PM	
LEELAND ROAD	5:48 PM	6:08 PM			6:28 PM		6:48 PM					7:18 PM		7:38 PM			8:18 PM				9:28 PM			11:48 PM	
FREDERICKSBURG	5:56 PM	6:16 PM			6:36 PM		6:56 PM		7:01 PM			7:26 PM		7:46 PM			8:26 PM		8:31 PM	8:33 PM	9:36 PM	10:04 PM		11:14 PM	11:56 PM
SPOTSVYLVANIA	6:07 PM	6:27 PM			6:47 PM		7:07 PM					7:37 PM		7:57 PM			8:37 PM				9:47 PM			12:07 AM	
ASHLAND									7:11 PM	7:41 PM									9:10 PM			10:47 PM		11:57 PM	
STAPLES MILL ROAD									7:31 PM	8:12 PM									9:32 PM	9:44 PM		11:07 PM		12:17 AM	
MAIN STREET																			9:56 PM			11:36 PM		12:46 AM	
WILLIAMSBURG																			10:52 PM						
NEWPORT NEWS										8:49 PM									11:23 PM		10:18 PM				
PETERSBURG										10:27 PM															
NORFOLK																									
Notes	Activate at completion of Phase 1	Existing Train	Existing Train- See note 1	Activate at completion of Phase 1	Activate at completion of Phase 2	Existing Train	Existing Train	Existing Train	Staples Mill-Main Street Deadhead for slot 90	Existing Train- See note 1	Activate at completion of Phase 1	Activate at Acquisition	Existing Train	Existing Train	Activate at Acquisition	Existing Train	Existing Train	Existing Train	Existing Train- See notes 1 & 2	Existing Train	Activate at completion of Phase 1- See note 4	Activate at completion of Phase 1- See note 1	Activate at completion of Phase 1	Activate at completion of Phase 2- See note 1	Activate at completion of Phase 1

Note 1	Will be able to make stops at L'Enfant (2030) and Crystal City (2026), once a platform is available. Prior to implementation capacity will be evaluated to ensure capacity for train to stop at L'Enfant
Note 2	Extend Slot 39 (Train 85) to Newport News after completion of Phase 1; corresponding deadhead movement is then eliminated
Note 3	At completion of Phase 1, Slot 3 (Train 67) will return to Newport News; upon completion of Phase 2, Slot 5 (Train 151) will terminate at RVM and Slot 75 (NEW Train) will originate from RVM
Note 4	Slots 41 and 87 create roundtrips from one-ways as discussed in December 2019
Note 6	At time of publication, there is no NEC slot to connect to or from this train. As future NEC schedules are developed, Performance Committees will make any necessary changes to support connectivity
General Note 1	Richmond to Williamsburg-Newport News and Richmond to Petersburg-Norfolk assume current REG runtimes
General Note 2	Long Distance train runtimes based on published Amtrak schedules
General Note 3	Runtimes for VRE trains are based on current runtimes as outlined in the public timetables
General Note 4	All times, stopping patterns, and slot activation horizons listed are conceptual and may change subject to host railroad approval, changes or delays to infrastructure improvement, and/or Performance Committees feedback
General Note 5	Prior to and after completion of construction projects, the Performance Committees will readjust the schedules to reflect changes to infrastructure
General Note 6	Potomac Shores Station estimated opening in 2022; listed times are passing times for purposes of reference

Northbound

Northbound (continued)

Note 1	Will be able to make stops at L'Enfant (2030) and Crystal City (2026), once a platform is available. Prior to implementation capacity will be evaluated to ensure capacity for train to stop at L'Enfant
Note 2	Extend Slot 39 (Train 85) to Newport News after completion of Phase 1, corresponding deadhead movement is then eliminated
Note 3	At completion of Phase 1, Slot 3 (Train 67) will return to Newport News; upon completion of Phase 2, Slot 5 (Train 151) will terminate at RVM and Slot 75 (NEW Train) will originate from RVM
Note 4	Slots 41 and 87 create roundtrips from one-ways as discussed in December 2019
Note 6	At time of publication, there is no NEC slot to connect to or from this train. As future NEC schedules are developed, Performance Committees will make any necessary changes to support connectivity
General Note 1	Richmond to Williamsburg-Newport News and Richmond to Petersburg-Norfolk assume current REG runtimes
General Note 2	Long Distance train runtimes based on published Amtrak schedules
General Note 3	Runtimes for VRE trains are based on current runtimes as outlined in the public timetables
General Note 4	All times, stopping patterns, and slot activation horizons listed are conceptual and may change subject to host railroad approval, changes or delays to infrastructure improvement, and/or Performance Committees feedback
General Note 5	Prior to and after completion of construction projects, the Performance Committees will readjust the schedules to reflect changes to infrastructure
General Note 6	Potomac Shores Station estimated opening in 2022; listed times are passing times for purposes of reference

Phase 2 Base Schedule - Weekends

Southbound

Timing of Slot Change		AQ			AQ		P2				P2					P1
Slot Number	DH	2	3W	4	DH	6	7	DH-NEW	8	9	10W	DH	11W	16	17W	21
Train Type	REG	REG	REG	REG	REG	AMT	REG	REG	AMT	AMT	REG	REG	REG	AMT	REG	VRE
Slot Activation	AQ	AQ	C	AQ	P1	C	P2	P2	C	C	P2	P2	C	C	C	P1
Train Number	164-DH	NEW	65	NEW	126/146-DH	89	111	NEW-DH	79	51	143	NEW-DH	195	91	157	329
Final Destination		NFK	NPN	RNK	RNK	LD	RVM		NC	LD	RVM		RVM	LD	NFK	BRN
Days of Operation	SaSu	Daily	SaSu	Daily	SaSu	Daily	Daily	SaSu	Daily	Daily	SaSu	SaSu	SaSu	SaSu	Su	Daily
UNION STATION		6:50 AM	7:00 AM	8:40 AM		10:00 AM	10:24 AM		11:08 AM	11:15 AM	1:50 PM		2:50 PM	3:10 PM	4:00 PM	4:10 PM
L'ENFANT																4:18 PM
CRYSTAL CITY																4:25 PM
ALEXANDRIA		7:08 AM	7:19 AM	8:59 AM		10:18 AM	10:43 AM		11:26 AM	11:31 AM	2:09 PM		3:07 PM	3:28 PM	4:17 PM	4:33 PM
FRANCONIA-SPRINGFIELD																
LORTON																
WOODBIDGE		7:26 AM	7:39 AM				11:01 AM				2:27 PM		3:25 PM		4:36 PM	
RIPPON																
POTOMAC SHORES																
QUANTICO		7:38 AM	7:51 AM				11:13 AM		11:56 AM		2:39 PM		3:38 PM		4:50 PM	
BROOKE																
LEELAND ROAD																
FREDERICKSBURG		8:02 AM	8:16 AM				11:38 AM		12:19 PM		3:04 PM		4:03 PM		5:12 PM	
SPOTSYLVANIA																
ASHLAND		8:45 AM	8:59 AM				12:21 PM				3:46 PM		4:46 PM		5:55 PM	
STAPLES MILL ROAD	5:30 AM	9:07 AM	9:27 AM		11:57 AM	12:19 PM	12:41 PM	1:26 PM	1:36 PM		4:06 PM	4:26 PM	5:08 PM	5:22 PM	6:25 PM	
MAIN STREET	5:50 AM		9:59 AM		12:17 PM		1:10 PM	1:46 PM			4:35 PM	4:46 PM	5:39 PM			
WILLIAMSBURG			10:52 AM													
NEWPORT NEWS			11:27 AM													
PETERSBURG		9:49 AM				12:54 PM			2:13 PM					5:56 PM	7:01 PM	
NORFOLK		11:33 AM													8:39 PM	
Notes	Staples Mill-Main Street Deadhead for slot 62W	Replaces slot 10W at completion of Phase 1- See notes 1 & 3	Existing Train- See note 3	Activate at Acquisition- See notes 1 & 6	Staples Mill-Main Street Deadhead for slot 78W	Existing Train	Activate at completion of Phase 2- See note 1	Staples Mill-Main Street Deadhead for slot 81W	Existing Train- See note 1	Existing Train	Reactivate at completion of Phase 2- See note 1	Staples Mill-Main Street Deadhead for slot 84W	Existing Train-Train will terminate at RVM at completion of Phase 2	Existing Train	Existing Train- See note 1	Activate slot at completion of Phase 1

Southbound (continued)

Timing of Slot Change	P1				P1	P1	P1	P1					P1	P1	P2
Slot Number	22	23W	24W	DH	27	28	33	34	DH	36	37W	40	41W	42W	43W
Train Type	VRE	REG	REG	REG	VRE	VRE	VRE	VRE	REG	AMT	AMT	AMT	REG	REG	REG
Slot Activation	P1	C	C	P2	P1	P1	P1	P1	P2	C	C	C	P1	P1	P2
Train Number	307	145-147	99	NEW-DH	331	311	335	313	NEW-DH	19	87	97	163/189	149/159	135
Final Destination	SPY	RNK	NPN		BRN	SPY	BRN	SPY		LD	NFK	LD	NPN	RVM	RVM
Days of Operation	Daily	SaSu	SaSu	SaSu	Daily	Daily	Daily	Daily	SaSu	Daily	SaSu	Daily	SaSu	SaSu	SaSu
UNION STATION	4:20 PM	4:35 PM	5:00 PM		5:10 PM	5:20 PM	6:00 PM	6:10 PM		6:40 PM	7:00 PM	7:25 PM	7:55 PM	9:00 PM	10:00 PM
L'ENFANT	4:28 PM				5:18 PM	5:28 PM	6:08 PM	6:18 PM							
CRYSTAL CITY	4:35 PM				5:25 PM	5:35 PM	6:15 PM	6:25 PM							
ALEXANDRIA	4:43 PM	5:07 PM	5:18 PM		5:33 PM	5:43 PM	6:23 PM	6:33 PM		7:01 PM	7:17 PM	7:44 PM	8:12 PM	9:19 PM	10:19 PM
FRANCONIA-SPRINGFIELD	4:54 PM					5:54 PM		6:44 PM							
LORTON	5:01 PM					6:01 PM		6:51 PM							
WOODBIDGE	5:09 PM		5:36 PM			6:09 PM		6:59 PM		7:36 PM			8:30 PM	9:37 PM	10:37 PM
RIPPON	5:13 PM					6:13 PM		7:03 PM							
POTOMAC SHORES	5:15 PM					6:15 PM		7:05 PM							
QUANTICO	5:25 PM		5:49 PM			6:25 PM		7:15 PM		7:48 PM			8:42 PM	9:49 PM	10:49 PM
BROOKE	5:39 PM					6:39 PM		7:29 PM							
LEELAND ROAD	5:48 PM					6:48 PM		7:38 PM							
FREDERICKSBURG	5:56 PM		6:13 PM			6:56 PM		7:46 PM		8:13 PM	8:33 PM		9:07 PM	10:14 PM	11:14 PM
SPOTSYLVANIA	6:07 PM					7:07 PM		7:57 PM							
ASHLAND			6:56 PM								8:56 PM		9:50 PM	10:57 PM	11:57 PM
STAPLES MILL ROAD			7:19 PM	11:57 AM					7:22 PM		9:24 PM	9:44 PM	10:12 PM	11:17 PM	12:17 AM
MAIN STREET			7:46 PM	12:17 PM					7:42 PM				10:41 PM	11:46 PM	12:46 AM
WILLIAMSBURG			8:39 PM										11:33 PM		
NEWPORT NEWS			9:12 PM										12:04 AM		
PETERSBURG										10:00 PM		10:18 PM			
NORFOLK										11:38 PM					
Notes	Activate slot at completion of Phase 1	Existing Train- See note 1	Existing Train- See note 1	Staples Mill-Main Street Deadhead for slot 79W	Activate slot at completion of Phase 1	Activate slot at completion of Phase 1	Activate slot at completion of Phase 1	Activate slot at completion of Phase 1	Staples Mill-Main Street Deadhead for slot 90W	Existing Train	Existing Train- See note 1	Existing Train	Activate at completion of Phase 1- See note 1	Activate at completion of Phase 1- See note 1	Activate at completion of Phase 2- See note 1

Note 1	Will be able to make stops at L'Enfant (2030) and Crystal City (2026), once a platform is available. Prior to implementation capacity will be evaluated to ensure capacity for train to stop at L'Enfant
Note 3	At completion of Phase 1, Slot 3W (Train 65) will return to Newport News and future Slot 2 will serve Norfolk
Note 6	At time of publication, there is no NEC slot to connect to or from this train. As future NEC schedules are developed, Performance Committees will make any necessary changes to support connectivity
General Note 1	Richmond to Williamsburg-Newport News and Richmond to Petersburg-Norfolk assume current REG runtimes
General Note 2	Long Distance train runtimes based on published Amtrak schedules
General Note 3	Runtimes for VRE trains are based on current runtimes as outlined in the public timetables
General Note 4	All times, stopping patterns, and slot activation horizons listed are conceptual and may change subject to host railroad approval, changes or delays to infrastructure improvement, and/or Performance Committees feedback
General Note 5	Prior to and after completion of construction projects, the Performance Committees will readjust the schedules to reflect changes to infrastructure
General Note 6	Potomac Shores Station estimated opening in 2022; listed times are passing times for purposes of reference

Phase 2 Base Schedule - Weekends

Northbound

Timing of Slot Change		P1	P1		P1			P1	P1	P1		P1				P1
Slot Number	52	64	65	66W	67	68W	69	70W	71W	72W	73W	74W	75W	76W	78	79W
Train type	AMT	VRE	VRE	REG	VRE	REG	AMT	VRE	VRE	VRE	REG	REG	REG	REG	AMT	REG
Slot Activation	C	P1	P1	C	P1	C	C	P1	P1	P1	C	P1	C	C	C	P1
Train number	98	330	312	164	332	82	20	NEW	NEW	NEW	88	140	194-96	156	92	126/146
Origin	LD	BRN	SPY	RVM	BRN	RVM	LD	SPY	BRN	SPY	NFK	NPN	NPN	RNK	LD	RVM
Days of Operation		Daily	Daily	SaSu	Daily	Sa	Daily	SaSu	SaSu	SaSu	SaSu	SaSu	SaSu	SaSu	Daily	SaSu
NORFOLK											6:15 AM					
PETERSBURG	3:33 AM										7:42 AM				11:28 AM	
NEWPORT NEWS												7:22 AM	8:30 AM			
WILLIAMSBURG												6:44 AM	8:52 AM			
MAIN STREET				6:10 AM		7:15 AM						9:02 AM	9:42 AM			12:37 PM
STAPLES MILL ROAD	4:32 AM			6:35 AM		7:44 AM					8:25 AM	9:26 AM	10:19 AM		12:16 PM	1:12 PM
ASHLAND				6:50 AM		7:58 AM					8:39 AM	9:40 AM	10:33 AM			1:26 PM
SPOTSYLVANIA			7:06 AM					8:16 AM		8:56 AM						
FREDERICKSBURG	5:29 AM		7:17 AM	7:33 AM		8:42 AM		8:27 AM		9:07 AM	9:26 AM	10:23 AM	11:18 AM			2:13 PM
LEELAND ROAD			7:24 AM					8:34 AM		9:14 AM						
BROOKE			7:30 AM					8:40 AM		9:20 AM						
QUANTICO			7:43 AM	7:55 AM		9:03 AM		8:53 AM		9:33 AM	9:48 AM	10:43 AM	11:39 AM			2:35 PM
POTOMAC SHORES			7:49 AM					8:59 AM		9:39 AM						
RIPPON			7:52 AM					9:02 AM		9:42 AM						
WOODBIDGE			7:58 AM	8:09 AM		9:13 AM		9:08 AM		9:48 AM	10:02 AM	10:57 AM	11:54 AM			2:49 PM
LORTON			8:05 AM					9:15 AM		9:55 AM						
FRANCONIA-SPRINGFIELD			8:13 AM					9:23 AM		10:03 AM						
ALEXANDRIA	6:39 AM	8:15 AM	8:25 AM	8:38 AM	8:55 AM	9:33 AM	9:37 AM	9:35 AM	9:55 AM	10:15 AM	10:27 AM	11:21 AM	12:21 PM	1:22 PM	2:04 PM	3:15 PM
CRYSTAL CITY		8:24 AM	8:34 AM		9:04 AM			9:44 AM	10:04 AM	10:24 AM						
L'ENFANT		8:32 AM	8:42 AM		9:12 AM			9:52 AM	10:12 AM	10:32 AM						
UNION STATION	7:07 AM	8:40 AM	8:50 AM	9:02 AM	9:20 AM	9:55 AM	9:53 AM	10:00 AM	10:20 AM	10:40 AM	10:49 AM	11:44 AM	12:20 PM	1:37 PM	2:38 PM	3:40 PM
Notes	Existing Train	Activate slot on weekends at completion of Phase 1	Activate slot on weekends at completion of Phase 1	Existing Train- See note 1	Activate slot on weekends at completion of Phase 1	Existing Train- See note 1	Existing Train	Activate slot on weekends at completion of Phase 1	Activate slot on weekends at completion of Phase 1	Activate slot on weekends at completion of Phase 1	Existing Train- See note 1	At completion of Phase 1 originate from NPN- See note 1	Existing Train- See note 1	Existing Train- See note 1	Existing Train	Activate at completion of Phase 1- See note 1

Northbound (continued)

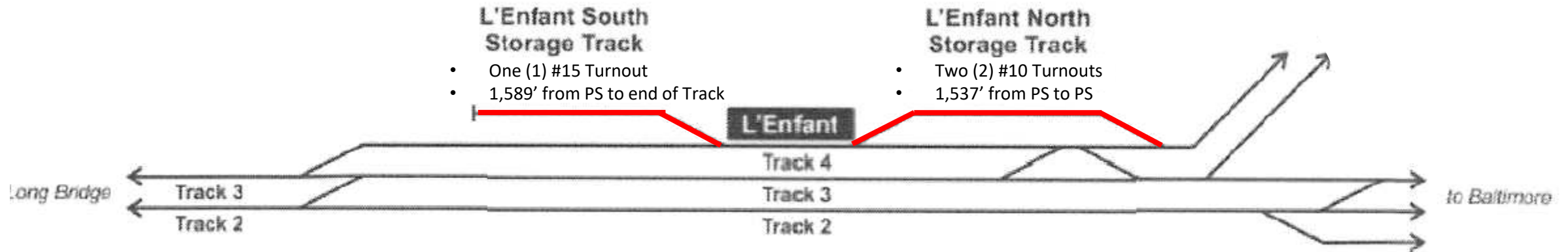
Timing of Slot Change			P2		AQ			P2			AQ	P2				
Slot Number	79	DH	81W	83	84W	86	DH	85W	DH	88	89	90	DH	DH	DH	
Train type	REG	REG	REG	AMT	REG	AMT	REG	REG	REG	REG	REG	REG	REG	REG	REG	
Slot Activation	C	P2	P2	C	AQ	C	P2	P2	AQ	C	AQ	P2	P1	C	P2	
Train number	80	111-DH	NEW	50	124	90	143-DH	NEW	195-DH	66	NEW	NEW	149/159-DH	1078-DH	135-DH	
Origin	LD		RVM	LD	NFK	LD		RVM		NPN	RNK	RVM				
Days of Operation	Daily	Daily	SaSu	Daily	SaSu	Daily	SaSu	SaSu	SaSu	Sa	Daily	Daily	SaSu	Fr	SaSu	
NORFOLK					1:46 PM									11:15 PM		
PETERSBURG	1:11 PM				3:13 PM	4:20 PM				5:05 PM				12:40 AM		
NEWPORT NEWS										5:26 PM						
WILLIAMSBURG																
MAIN STREET		1:30 PM	2:06 PM				4:55 PM	5:06 PM	5:59 PM	6:21 PM		8:02 PM	12:06 PM		1:06 AM	
STAPLES MILL ROAD	2:11 PM	1:50 PM	2:36 PM		3:54 PM	5:14 PM	5:15 PM	5:36 PM	6:19 PM	6:51 PM		8:26 PM	12:26 PM	1:16 AM	1:26 AM	
ASHLAND			2:50 PM		4:09 PM			5:50 PM		7:05 PM		8:39 PM				
SPOTSYLVANIA																
FREDERICKSBURG	3:07 PM		3:35 PM		4:56 PM			6:35 PM		7:50 PM		9:22 PM				
LEELAND ROAD																
BROOKE																
QUANTICO	3:29 PM		4:01 PM		5:18 PM			7:01 PM		8:16 PM		9:42 PM				
POTOMAC SHORES																
RIPPON																
WOODBIDGE			4:16 PM		5:31 PM			7:16 PM		8:31 PM		9:54 PM				
LORTON																
FRANCONIA-SPRINGFIELD																
ALEXANDRIA	4:03 PM		4:39 PM	6:02 PM	6:02 PM	7:07 PM		7:39 PM		8:54 PM	9:29 PM	10:18 PM				
CRYSTAL CITY																
L'ENFANT																
UNION STATION	4:29 PM		5:08 PM	6:19 PM	6:22 PM	7:42 PM		8:08 PM		9:23 PM	10:00 PM	10:41 PM				
Notes	Existing Train	Main Street-Staples Mill Deadhead from slot 7	Activate at Phase 2- See notes 1 & 6	Existing Train	Activate at Acquisition- See note 1	Existing Train	Main Street-Staples Mill Deadhead from slot 10W	Activate at completion of Phase 2- See notes 1 & 6	Main Street-Staples Mill Deadhead from slot 11W	Existing Train- operates 15 minutes early on Friday- See note 1	Activate at Acquisition- See notes 1 & 6	Activate at completion of Phase 2- See notes 1 & 6	Main Street-Staples Mill Deadhead from slot 42W- See note 1	Existing Train	Main Street-Staples Mill Deadhead from slot 43W- See note 1	

Note 1	Will be able to make stops at L'Enfant (2030) and Crystal City (2026), once a platform is available. Prior to implementation capacity will be evaluated to ensure capacity for train to stop at L'Enfant
Note 3	At completion of Phase 1, Slot 3 (Train 67) will return to Newport News, upon completion of phase 2 Slot 5 (Train 151) will terminate at RVM, Slot 75 (NEW Train) will originate from RVM
Note 6	At time of publication, there is no NEC slot to connect to or from this train. As future NEC schedules are developed, Performance Committees will make any necessary changes to support connectivity
General Note 1	Richmond to Williamsburg-Newport News and Richmond to Petersburg-Norfolk assume current REG runtimes
General Note 2	Long Distance train runtimes based on published Amtrak schedules
General Note 3	Runtimes for VRE trains are based on current runtimes as outlined in the public timetables
General Note 4	All times, stopping patterns, and slot activation horizons listed are conceptual and may change subject to host railroad approval, changes or delays to infrastructure improvement, and/or Performance Committees feedback
General Note 5	Prior to and after completion of construction projects, the Performance Committees will readjust the schedules to reflect changes to infrastructure
General Note 6	Potomac Shores Station estimated opening in 2022; listed times are passing times for purposes of reference

EXHIBIT B

ADDITIONAL TRACK MAINTENANCE

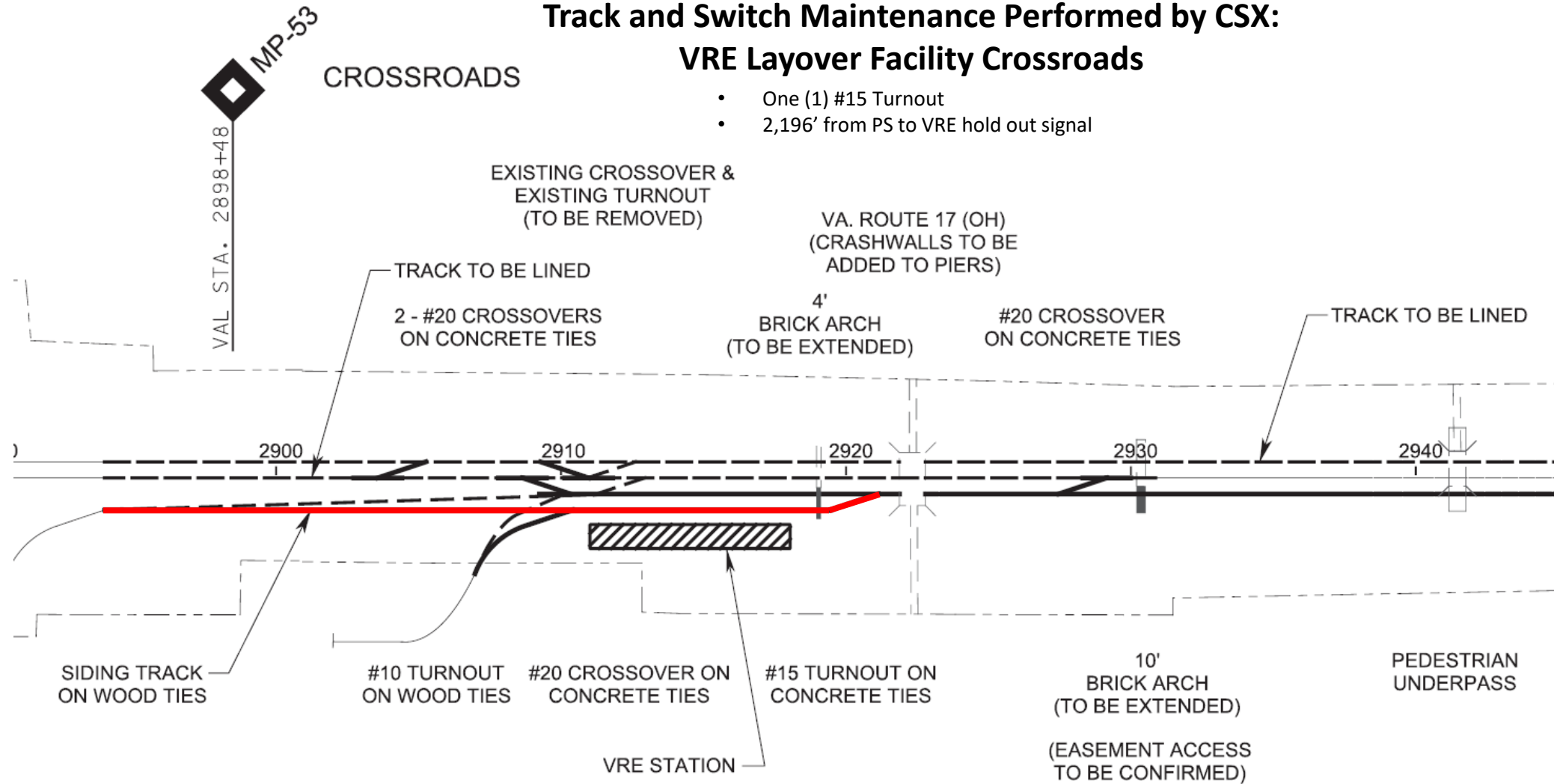
Track and Switch Maintenance Performed by CSX: L'Enfant South and North Storage Tracks



— Track and connecting switch maintained by CSX

Track and Switch Maintenance Performed by CSX: VRE Layover Facility Crossroads

- One (1) #15 Turnout
- 2,196' from PS to VRE hold out signal



Track and connecting switch maintained by CSX

Exhibit C-1

Compensation Plan

Effective July 1, 2021

*Miles/DBG Train	59.1
**Miles/MSS Train	8.4
***Fee Per Train Mile	\$ 29.39
Full Sched	
DBG Trains	16
MSS Trains	16
"S" Schedule	
DBG Trains	8
MSS Trains	8
Special Trains Fee	
DBG Trains	\$ 2,680.20
MSS Trains	\$ 380.72

*Fredericksburg - Total mileage from MP CFP 112.3 (Virginia Avenue Interlocking) (also referred to as CP Virginia) to MP CFP (XR) (also referred to as Crossroads) is 59.1 miles

**Manassas - Total Mileage from Virginia Avenue Interlocking to Seminary is 8.4 miles

Increased 4% above FY 2021 rate

Pay monthly based on schedule below.

*** The train mile fee will escalate each year in accordance with Section 5.1

VRE will notify CSX monthly of trains not able to operate due to unforeseen events caused by the Railroad. A final reconciliation will occur within 30 days of the conclusion of the fiscal year.

****A revised compensation plan will be provided by VRE annually to reflect the total number of full and "S" schedule operating days for the upcoming fiscal year

	July	August	September	October	November	December	January	February	March	April	May	June	Total
****Sched Full Op Days	21	22	21	20	19	17	20	19	23	21	21	22	246
****Sched "S" Op Days	-	-	-	-	1	5	-	-	-	-	-	-	6
# DBG Trains	336	352	336	320	312	312	320	304	368	336	336	352	3,984
# MSS Trains	336	352	336	320	312	312	320	304	368	336	336	352	3,984
Miles/DBG Trains	19,858	20,803	19,858	18,912	18,439	18,439	18,912	17,966	21,749	19,858	19,858	20,803	235,454
Miles/MSS Trains	2,822	2,957	2,822	2,688	2,621	2,621	2,688	2,554	3,091	2,822	2,822	2,957	33,466
Total Train Miles	22,680	23,760	22,680	21,600	21,060	21,060	21,600	20,520	24,840	22,680	22,680	23,760	268,920
Base Access Fees	\$ 666,574.27	\$ 698,315.90	\$ 666,574.27	\$ 634,832.64	\$ 618,961.82	\$ 618,961.82	\$ 634,832.64	\$ 603,091.01	\$ 730,057.54	\$ 666,574.27	\$ 666,574.27	\$ 698,315.90	\$ 7,903,666.37
Special Trains													
DBG Line Trains	-	-	-	-	-	5	-	-	-	-	-	-	5
MSS Line Trains	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Special Trains	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,401.02	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,401.02

Payments	\$ 666,574.27	\$ 698,315.90	\$ 666,574.27	\$ 634,832.64	\$ 618,961.82	\$ 632,362.85	\$ 634,832.64	\$ 603,091.01	\$ 730,057.54	\$ 666,574.27	\$ 666,574.27	\$ 698,315.90	\$ 7,917,067.39
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Exhibit C-1
Compensation Plan
Effective July 1, 2021

Planned Full Schedule Days

VRE	Trains Per Day	Mileage Per Train	*Planned Full Days	Day Mileage	Annual Mileage	PTM Rate	Annual Amount
Fredericksburg	16	59.1	246	945.60	232,617.60	29.39	6,836,724.31
Manassas	16	8.4	246	134.40	33,062.40	29.39	971,717.16
				<u>1080</u>	<u>265,680.00</u>		<u>\$ 7,808,441.47</u>

Planned "S" Schedule Days

VRE	Trains Per Day	Mileage Per Train	*Planned "S" Days	Day Mileage	Annual Mileage	PTM Rate	Annual Amount
Fredericksburg	8	59.1	6	472.8	2836.8	29.39	83,374.69
Manassas	8	8.4	6	67.2	403.2	29.39	11,850.21
							<u>\$ 95,224.90</u>

Special Train Fee	Manassas	Fredericksburg
	\$ 380.72	\$ 2,680.20

Annual Total \$ 7,903,666.37
Monthly Payments \$ 658,638.86

* Planned full and "S" schedule days for the proceeding fiscal year will be submitted to CSX Transportation in writing and C-1 will be adjusted accordingly

Fredericksburg - Total mileage from MP CFP 112.3 (Virginia Avenue Interlocking) (also referred to as CP Virginia) to MP CFP (XR) (also referred to as Crossroads is 59.1 miles
Manassas - Total Mileage from Virginia Avenue Interlocking to Seminary is 8.4 miles

Pay Monthly based on 1/12th of projected annual amount

VRE will notify CSX monthly of trains not able to operate due to unforeseen events caused by the Railroad. A final reconciliation will occur within 30 days of the conclusion of the fiscal year.

	Full Days	"S" Days
Jul-21	21	
Aug-21	22	
Sep-21	21	
Oct-21	20	
Nov-21	19	1
Dec-21	17	5
Jan-22	20	
Feb-22	19	
Mar-22	23	
Apr-22	21	
May-22	21	
Jun-22	22	
Totals:	246	6

Exhibit C-2
CSX Appendix and Invoice Format
Invoice for Virginia Railway Express Operations
Effective July 1, 2021

***CONTRACT FEE**

I	General Supervision	
	VRE Manager Train Operations	12,856
	VRE Commuter Desk Specialist	10,029
	G&A	11,828
		<u>\$ 34,713.12</u>
II	Access Fee	<u>\$ 658,638.86</u>
	Special Trains:	TBD
	Exhibit B Track Charges:	\$ 6,196
III	Contract Fee Total	<u><u>\$ 699,547.98</u></u>

SUPPLIED SERVICES

Communications Monthly Charge: TBD
Sub Total: \$

TOTAL DUE: \$ 699,547.98

*All contract fees for the proceeding fiscal year will be adjusted in accordance with Section 5.1

EXHIBIT C-3

	<u>LABOR RATES</u>	
	Engineering Labor	Transportation Labor
Collective Bargaining Agreement Pay	12.1%	23.4%
Department Support Costs	25.5%	0.0%
Fringe	35.1%	52.2%
Payroll Taxes	24.7%	30.9%
Project Management	24.7%	19.3%
Small Tools, Safety and Supplies	3.1%	0.0%
Training	0.2%	1.4%
Vehicles & Roadway Equipment	34.7%	0.0%
Fixed Costs	30.8%	30.8%
G&A	15.2%	15.2%
Force Account Insurance	16.0%	16.0%
	222.1%	189.2%
<u>Materials Handling Rate</u>	5.0%	

EXHIBIT D

NORTHERN VIRGINIA AND POTOMAC RAPPAHANNOCK TRANSPORTATION
COMMISSIONS COMMUTER RAIL OPERATIONS LIABILITY INSURANCE PLAN

NORTHERN VIRGINIA AND POTOMAC AND RAPPAHANNOCK
TRANSPORTATION COMMISSIONS
COMMUTER RAIL OPERATIONS LIABILITY INSURANCE PLAN

The Department of General Services, Division of Risk Management, in accordance with Section 2.1-526.8:1 of the Code of Virginia (1950), as amended, with the approval of the Governor, hereby establishes the terms and conditions of the Northern Virginia and Potomac and Rappahannock Transportation Commissions (hereinafter the "Commissions") Liability Insurance Plan (hereinafter the "Plan") established to fulfill the liabilities created by the indemnification portions of the various Operating and/or Access Agreements entered into between the Commissions and the several Rail Entities as well as direct liabilities of the Commissions arising out of the operation of the Commuter Services.

The Plan and all INSUREDS/INDEMNITEES, as defined herein, agree as follows:

PART A. INSURING AGREEMENT

The Plan will pay on behalf of the INSURED/INDEMNITEE as defined hereafter all sums which the INSURED/INDEMNITEE shall become legally obligated to pay as DAMAGES as a result of OCCURRENCES. Such coverage provided hereunder shall be applicable despite the fact that such liability may have been caused, in whole or in part, by the negligence, regardless of its character or degree, of any employee, agent, or officer of any Rail Entity which has entered into an Agreement with the Commissions for the provision of COMMUTER RAIL SERVICE.

PART B. DEFENSE, SETTLEMENT AND SUPPLEMENTARY PAYMENTS

- 1) The Plan shall have the right and duty to defend any suit against the INSURED/INDEMNITEE seeking DAMAGES on account of such OCCURRENCE for which the Commissions are responsible pursuant to the respective Agreements, even if any of the allegations of the suit are groundless, false, or fraudulent, and may make such investigation and settlement, subject to the provisions of B(2)(b), of any claim or suit as it deems expedient; provided, however, the Plan shall not be obligated to pay any claim or judgment or defend any suit, after the applicable limit of the Plan's liability has been exhausted by payment of judgments, settlements, or supplementary expense payments, except as provided in Part B(4) below.

With respect to claims for which the Commissions are responsible and which involve litigation against the INSURED/INDEMNITEE, the Commissions will provide, at the Plan's expense, legal representation. Selection of counsel to represent any INSURED/INDEMNITEE in such litigation shall be determined by the Plan. The INSURED/INDEMNITEES may, at their own expense, provide for legal representation with respect to claims which involve litigation against them.

- 2)
 - a) An INSURED/INDEMNITEE shall not, except at his own cost and for his own account, make any payment, admit any liability, settle any claim, assume any obligation, or incur any expense for which the Plan would be liable without the written consent of the Plan except as provided below.
 - b) Each INSURED/INDEMNITEE, as the case may be, will promptly advise the Plan of claims. The Plan, however, agrees that AMTRAK will handle, subject to the Division of Risk Management's oversight, the investigation and settlement of all claims arising out of the COMMUTER RAIL SERVICE. The Division of Risk Management and AMTRAK will coordinate the investigation of all claims. Specifically, AMTRAK will evaluate each claim it receives upon receipt and provide the Commissions and the Division of Risk Management with an initial report. AMTRAK will also submit, at least semi-annually, a report on all claims of which it is aware of indicating status. The Division of Risk Management specifically agrees that AMTRAK has the authority to settle and pay individual claims up to \$10,000.00 for any one claim. Any proposed settlement or payment of a single claim which is in excess of \$10,000 will be submitted to the Division of Risk Management for prior approval.
- 3) The Plan will pay, as supplementary expenses:
 - a) expenses for reasonable attorneys fees incurred in the defense of claims;
 - b) expenses incurred by the INSURED/INDEMNITEES for outside manpower and for other extraordinary expenses of handling individual claims, as set out in the Operating and/or Access Agreements, provided prompt and advance notice of such expenses is provided the Plan;
 - c) costs assessed against the INSURED/INDEMNITEE in any suit covered by the Plan and all interest on the amount of any judgment therein which accrues after entry of the judgment and before the Plan has paid or tendered or deposited in court that part of the judgment;

- d) premiums on appeal bonds required in any suit covered by the Plan and costs of attachment or similar bonds.
- 4) a) The expenses referred to in subparagraphs 3(a) through 3(d) above shall be in addition to the \$75,000 per claimant limit set out in Part C(1), but shall be included within the limits set out in Part C(2).
- b) If suit is brought against an INSURED/INDEMNITEE alleging claims not arising out of an OCCURRENCE and for which the Commissions are not responsible together with claims arising out of an Occurrence for which the Commissions are responsible, the INSURED/INDEMNITEE and the Commissions, with the Plan's approval, will agree on a method of allocating equitably the costs of defense described in subparagraphs 3(a) through 3(d) above.

PART C. LIMITS OF LIABILITY

Regardless of the number of (1) INSUREDS/INDEMNITEES under this Plan, (2) persons or organizations who sustain DAMAGES payable under this PLAN, or (3) suits brought on account of insurance afforded by this Plan, the Plan's liability is limited as follows:

- 1) The Plan's liability with respect to any Insured defined in Part E(4)(a) shall not exceed \$75,000.00 per claimant;
- 2) With regard to the liability of any Insured Rail Entity or Liability Assumed by the Commissions by specific contractual indemnity;
 - a) The limit of liability under this Plan, regardless of the number of claims or the number of Insureds, shall not exceed \$200,000,000 as a result of, or arising from, OCCURRENCES in any one ANNUAL TERM.
 - b) This limit of liability required by 2(a) above may be fulfilled by self-insurance, purchased commercial insurance or participation in any alternative insurance mechanism, provided, however, that the extent of liability covered under this Plan shall not be reduced by, or limited to, the coverage provided by any such insurance. The reinstatement of all or any portion of any insurance coverage purchased by the Plan shall not operate to increase the annual aggregate liability of the Commissions under the Plan's self-insurance provisions to a sum in excess of \$200,000,000.
 - c) The Plan shall consist of a \$5 million self-insured retention and the balance of the coverage up to \$200 million shall consist of commercial insurance or participation in any financially sound alternative insurance mechanism. Except for the initial \$5 million

self-insurance retention, self-insurance shall be used only to the extent that commercial insurance or alternative insurance mechanisms are not available.

- 3) In the event that the Commuter Rail Operations Liability Insurance Trust Fund created and maintained for the purpose of implementing this Plan is rendered or becomes insolvent, neither the Commonwealth of Virginia, the General Assembly of Virginia nor any department, agency, institution, board, commission or officer, agent or employee, or any of the constituent jurisdictions of either Commission or any officer, agent or employee thereof, shall be liable for any claim that would have been covered under this Plan but for such insolvency. The establishment of this Plan does not, and shall not be deemed or construed to, pledge or obligate the full faith and credit of the Commonwealth of Virginia or any political subdivision thereof.

The determination of such insolvency rests solely with the Department of General Services, Division of Risk Management, and will be communicated promptly to all INSURED/INDEMNITEES. The financial status of the Plan shall be reported to the INSURED/INDEMNITEES at least semi-annually.

PART D. EXCLUSIONS

- 1) The Plan shall not be obligated to make any payment or defend any lawsuit in connection with any claim made against the INSURED/INDEMNITEE:
 - a) Based upon or attributed to their gaining in fact any profit, advantage or remuneration to which they were not legally entitled;
 - b) Brought about or contributed to by fraud or dishonesty of an INSURED/INDEMNITEE; provided, however, such exclusion shall not be effective unless a judgment or other final adjudication thereof adverse to such INSURED/INDEMNITEE shall establish that acts of active or deliberate dishonesty or fraud committed by such INSURED/INDEMNITEE were material to the cause of action so adjudicated; and further provided that this exclusion shall not apply to any INSURED/INDEMNITEE other than the entity, including its officers and employees, who committed such fraud or dishonesty.
 - c) Based on liability arising out of the ownership, maintenance and operation, loading or unloading of vehicles of any kind licensed for use on public highways, except that this exclusion shall not apply to vehicles hired by AMTRAK to provide transportation for commuters due to the necessity which arises on account of an interruption

of service due to malfunction of the train, accident or other conditions which require passengers to be transported by means other than trains or hyrail vehicles when not covered by automobile insurance. Any insurance or self-insurance provided by this Plan shall be excess over any other valid and collectable insurance maintained with respect to those hired vehicles.

In no event will any coverage by the Plan accrue to owners or operators of such hired vehicles.

Notwithstanding this exclusion, the Plan shall cover liability arising from a collision between a train and vehicle licensed for use on public highways, which occurs at a grade crossing, or anywhere else on the tracks over which a commuter rail train is being operated.

- d) Based on any injury or death to employees of any INSURED/INDEMNITEE arising out of the COMMUTER RAIL SERVICE, except this exclusion shall not apply to any injury or death to employees of Conrail, RF&P or Southern.
- e) Based on property damage to property owned or leased by the Northern Virginia Transportation Commission or the Potomac and Rappahannock Transportation Commission unless such claim is asserted against one or more of the rail entities named in Part E (4) (b2), (b3) and (b4) and (5) of this Plan.

This exclusion shall not apply to property of any other INSURED/INDEMNITEE or to property of other persons. Further, this exclusion shall not apply to the deductible amount of any property insurance for property owned or leased by the Northern Virginia Transportation Commission and the Potomac and Rappahannock Transportation Commission.

- f) Based on any claims arising from any contract dispute, provided however that this exclusion shall in no way apply to liability assumed by the Commissions by contract with Rail Entities, namely the National Railroad Passenger Corporation (AMTRAK), Richmond, Fredericksburg & Potomac Railroad Company (RF&P), Southern Railway Company (Southern), and Consolidated Rail Corporation (Conrail).
- g) Any claim for, or arising out of, normal wear or deterioration of roadbed and track, routine personnel requirements, delays, or any other loss or damage attributable to or exacerbated by the normal operations

of the COMMUTER RAIL SERVICE, which are taken into account under the compensation provisions of any OPERATING AND/OR ACCESS AGREEMENTS.

PART E. DEFINITIONS

Whenever used in this Plan, the following words have these meanings:

1) ANNUAL TERM - means:

Any twelve month period beginning July 1. If the Commuter Rail Service begins operation, which may or may not be the date that passengers are first transported, other than on 1 July. That period between the date operations begin and the July 1 next ensuing shall constitute an annual term.

2) COMMUTER RAIL SERVICE (also known as Contract Service) - means all activities relating to the provision of rail passenger service along two lines between a point at or near Fredericksburg, Virginia and the Washington, D.C. Union Station, and between a point at or near Manassas Airport, Virginia and Washington, D.C. Union Station over the railroad tracks of the Richmond, Fredericksburg and Potomac Railroad Company, Southern Railway Company, AMTRAK and Conrail with various intermediate stops. This term includes switching, maintenance, train storage and other services related to the provision of Commuter Rail Service as set forth in the Operating and/or Access Agreements.

3) DAMAGES - includes compensatory, liabilities assumed under the Operating and/or Access Agreements--Risk of Liability Article, punitive and equitable damages.

4) INSURED - means:

a) The Northern Virginia Transportation Commission, the Potomac and Rappahannock Transportation Commission, and any other Transportation Commission subject to the Virginia Tort Claims Act that may become a participant in the Commuter Rail Service operated by or for the Commissions.

b) 1) the officers and employees of the Northern Virginia Transportation Commission and the Potomac and Rappahannock Transportation Commission;

2) the National Railroad Passenger Corporation (AMTRAK), its officers, directors, agents and

employees, including the Washington Terminal Company, its officers, directors, agents and employees;

- 3) The Richmond, Fredericksburg and Potomac Railroad Company (RF&P), the RF&P Corporation, its corporate affiliates, its licensees including entities which have trackage rights with RF&P to the extent RF&P may be liable, its officers, directors, agents and employees; and
- 4) The Consolidated Rail Corporation (CONRAIL), its corporate affiliates, its licensees including entities which have trackage rights with Conrail to the extent Conrail may be liable, its licensees, officers and employees.
- 5) INDEMNITEE - means Southern Railway Company, its officers, agents, employees and corporate affiliates.
- 6) OCCURRENCE - means an event or series of events which are attributable in any way to or which are exacerbated by the operation of or the performance of the Commuter Rail Service or to the presence of cars, equipment, personnel or passengers of the Commuter Rail Service on or about the property of any Rail Entity.
- 7) OPERATING AND/OR ACCESS AGREEMENTS - means Agreements between the Commissions and any railroad for use of its respective facilities and for services to operate the Commuter Rail Service.

PART F. NOTICE OF CLAIM

- 1) The INSURED/INDEMNITEE, as a condition precedent to coverage under this Plan, shall give the Plan notice in writing as soon as practicable of any claim made and shall give the Plan such information and cooperation as it may reasonably require. Such notice shall be given to the Division of Risk Management, Department of General Services, Commonwealth of Virginia.
- 2) If, during the period of coverage, an INSURED/INDEMNITEE receives written or oral notice from any party that it is the intention of such party to hold an INSURED/INDEMNITEE responsible for loss or damage arising from an OCCURRENCE, such INSURED/INDEMNITEE shall, as soon as practicable, give written notice to the Plan of the receipt of such notice, whether or not such notice is expressed in the form of a claim.

PART G. CONDITIONS

- 1) ACTION UNDER THIS PLAN. No action shall be brought by any INSURED/INDEMNITEE under this Plan unless, as a condition precedent thereto, such INSURED/INDEMNITEE has fully complied with all the terms hereof nor until the amount of the INSURED/INDEMNITEE'S obligation to pay shall have been finally determined either by judgment against the

INSURED/INDEMNITEE after actual trial or by written agreement of the INSURED/INDEMNITEE, the claimant and the Plan. In the event of the bankruptcy or insolvency of the INSURED/INDEMNITEE, the Plan shall not be relieved of the payment of such indemnity hereunder as would have been payable but for such bankruptcy or insolvency.

- 2) **ASSIGNMENT.** Assignment of interest under this Plan shall not bind the Plan until its consent is endorsed thereon by the Division of Risk Management.
- 3) **CHANGES.** Notice to any agent or knowledge possessed by any agent or by any other person shall neither effect a waiver or a change in any part of this Plan nor estop the Plan from asserting any right under the terms hereof. No provisions of this Plan may be waived or changed, except by amendment hereto approved in accordance with Section 2.1-526:8.1 of the Code and except with the approval of all INSURED/INDEMNITEES.
- 4) **SUBROGATION CLAUSE.** In the event of any payment under this Plan, the Plan shall be subrogated to the extent of such payment to all rights of recovery therefor, and the INSURED/INDEMNITEES shall execute all papers required and shall do everything that may be necessary to secure and preserve such rights including the execution of such documents necessary to enable the Plan effectively to bring suit in the name of the INSURED/INDEMNITEE.
- 5) **SETTLEMENT OF DISPUTES.**
 - a) To the extent permitted by law, issues that arise about the coverage or operation of this Plan, excluding interpretations or applications of provisions of an Operating and/or Access Agreement between the Commissions and an INSURED/INDEMNITEE, that cannot be resolved between any INSURED/INDEMNITEE and the Plan, shall be resolved by submitting the matter to arbitration as provided in Part G(5)(b) below.
 - b) Any controversy which is referable to arbitration shall be submitted to disinterested arbitrators, one of which shall be appointed by each disputant; and the arbitrators so chosen shall select a third arbitrator, or such numbers of arbitrators that would result in an uneven number of arbitrators if there are an odd number of disputants, and the decisions of a majority of them shall be final and conclusive between the parties hereto. In case either of the said parties shall fail or refuse to appoint an arbitrator as aforesaid for the period of thirty (30) calendar days after written notice given by the other party to make such appointment, then and in that event, a second arbitrator shall be appointed, upon application of the first arbitrator, by

the American Arbitration Association, and the said two arbitrators, so appointed, shall select a third arbitrator, and the three so chosen shall hear and decide such difference or dispute, and their decision, or that of a majority of them, shall be final and conclusive upon the parties hereto. In the event that the appointed arbitrators shall be unable to agree upon a third or such additional arbitrators within thirty (30) days after the appointment of the last of the disputant's arbitrators, as needed to comprise an odd-numbered panel, such additional arbitrator or arbitrators shall be appointed, upon the application of any party hereto, upon reasonable notice to the other parties, by the American Arbitration Association. If any arbitrator shall decline or fail to act, the party or person by whom he was chosen or appointed, as the case may be, shall appoint another to act in his place.

- c) Each party hereto shall bear the costs and expenses incurred by it in connection with such arbitration, including the cost of the arbitrator appointed by or for it. The parties shall share equally the costs and expenses attributable to the services of the third arbitrator or additional arbitrators provided for herein.
 - d) Any findings made in any other proceeding involving the conduct out of which the dispute arises may be considered by the arbitrators, but shall not be conclusive, unless the arbitrators so determine.
- 6) No person or organization shall have any right under this plan to join the Commonwealth of Virginia, the Division of Risk Management, or any of its employees as a party to any action against an INSURED/INDEMNITEE to determine the liability of the INSURED/INDEMNITEE, nor shall the Commonwealth of Virginia, the Division of Risk Management, or any of its employees be impleaded by the INSURED/INDEMNITEE or its legal representative.

PART H. NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
(Broad Form)

This endorsement modifies the provisions of this Plan relating to ALL COVERAGE.

It is agreed that:

- 1) This Plan does not apply:

A) Under any Liability Coverage,

- 1) with respect to which an INSURED/INDEMNITEE under this policy is also an INSURED under a nuclear

energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an INSURED under any such policy but for its termination upon exhaustion of its limit of liability; or

- 2) resulting from the HAZARDOUS PROPERTIES OF NUCLEAR MATERIAL and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the INSURED/INDEMNITEE is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B) Liability resulting from the HAZARDOUS PROPERTIES of NUCLEAR MATERIAL, if

- 1) the NUCLEAR MATERIAL a) is at any NUCLEAR FACILITY owned by, or operated by or on behalf of an INSURED/INDEMNITEE or b) has been discharged or dispersed therefrom.
- 2) the NUCLEAR MATERIAL is contained in SPENT FUEL or WASTE at any time possessed, handled, used, processed, stored, transported, or disposed of by or on behalf of the INSURED/INDEMNITEE, or
- 3) Any injury or damage arises out of the furnishing by an INSURED/INDEMNITEE of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any NUCLEAR FACILITY, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to damage to such NUCLEAR FACILITY and any property threat.

2) As used in this endorsement:

"HAZARDOUS PROPERTIES" include radioactive, toxic or explosive properties.

"NUCLEAR MATERIAL" means SOURCE MATERIAL, SPECIAL NUCLEAR MATERIAL or BY-PRODUCT MATERIAL.

"SOURCE MATERIAL", "SPECIAL NUCLEAR MATERIAL", and "BY-PRODUCT MATERIAL" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"SPENT FUEL" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a NUCLEAR REACTOR.

"WASTE" means any waste material (a) containing by-product material other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its SOURCE MATERIAL content, and (b) resulting from the operation by any person or organization of any NUCLEAR FACILITY included under the first two paragraphs of the definition of NUCLEAR FACILITY.

"NUCLEAR FACILITY" means

- a) any NUCLEAR REACTOR.
- b) any equipment or device designed or used for
 - (1) separating the isotopes of uranium or plutonium,
 - (2) processing or utilizing SPENT FUEL, or (3) handling, processing, or packaging WASTE.
- c) any equipment or device used for the processing, fabricating or alloying of SPECIAL NUCLEAR MATERIAL if at any time the total amount of such material in the custody of the INSURED/INDEMNITEE at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235.
- d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of WASTE.

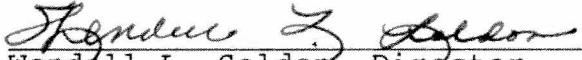
and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.


"NUCLEAR REACTOR" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"DAMAGE" includes all forms of radioactive contamination of property.

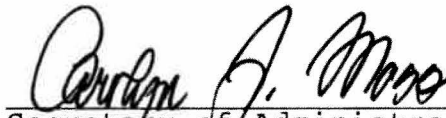
IN WITNESS WHEREOF, this Plan has been executed this 24th day of December, 1989.

APPROVED:


Wendell L. Seldon, Director
Department of General Services


Don W. LeMond, Director
Division of Risk Management

APPROVED BY THE GOVERNOR:


Secretary of Administration, pursuant
to the authority of Executive Order 25
(Revised), dated November 14, 1986

56-Ins-QQ/JJB/263

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding among the Northern Virginia and Potomac and Rappahannock Transportation Commissions (Commissions), the owners of the Virginia Railway Express (VRE), and the Division of Risk Management of the Department of the Treasury of the details the specific understandings, desires and intentions of the Commissions and the Department of Treasury with respect to the Commuter Rail Liability Insurance Plan (Plan) administered by the Department of the Treasury, Division of Risk Management (DRM). Subjects of this MOU include the Commissions, the Division of Risk Management of the Department of the Treasury of the Commonwealth of Virginia, the National Railroad Passenger Corporation (Operator), and the National Railroad Passenger Corporation, CSX Transportation, Inc. and Norfolk Southern Railroad (individually, Railroad and collectively, Railroads).

All parties agree as follows:

1. THE COMMISSIONS DESIRE AND INTEND AND THE PARTIES UNDERSTAND that the Plan administered by DRM be interpreted consistent with the terms of the Plan and liberally to fulfill the Commissions' contractual commitment to the Operator and the Railroads to protect, defend, indemnify and save harmless the Operator and the Railroads from any loss, cost or expense, and all liability for death, personal injury or property damage which is attributable in any way to, or which is exacerbated by the operation of the commuter rail service or to the presence of the Commissions' cars, equipment, personnel, contractors, agents, or passengers on

or about the property of any Railroad¹ whether or not such death, injury or damage is caused, in whole or in part, by the negligence, regardless of its character or degree, of the Operator or the Railroads,² as such commitment is agreed to by the Commissions and fully set forth in the operating access agreements between the Commissions and the Operator and the Railroads. The parties further understand and intend that the Commuter Rail Liability Insurance Plan has been established to fulfill the liabilities created by the indemnification portions of the various operating access agreements between the Commissions and the Operator and the Railroads, as well as all liabilities of the Commissions arising out of the operation of commuter rail services.³

The Commissions acknowledge that payments for claims and commercial insurance policy premiums, and other payments from the Insurance Fund (Fund) will be authorized only up to the amount the Commissions have paid into the Fund. Under no circumstances will the Division of Risk Management of the Department of the Treasury of the Commonwealth, its directors, employees, elected officials, or agents or Virginia taxpayers, including the Department of the Treasury, be liable for or otherwise be required to pay any amounts by which the Fund is not adequately funded to pay a claim in its entirety or for any claims, defense fees, or any other costs, fees, or other payments requested or required under the Commuter Rail Liability Insurance Plan, the Insurance Fund Agreement, or the Agreement for the Management of the Liability Insurance Plan.

¹ The foregoing language is taken directly from the opening paragraph of the Plan and the first subsection of the "Risk Of Liability" provisions of each of the railroad operating access agreements.

² This language is taken directly from the Plan, see Part A, first paragraph. Also see the first subsection of the "Risk of Liability" provision in each of the railroad operating access agreements.

³ This language is taken from the Plan's opening paragraph.

2. THE PARTIES UNDERSTAND that CSX Transportation, Inc. was added as an insured to the Plan with full coverage effective April 1, 1992, when it acquired the assets of the RF&P Railroad and Conrail, and therefore the Plan provides coverage for claims arising out of the January 5, 2006 VRE derailment at or near Possum Point, Quantico, Virginia, and that successors and assigns of an insured shall be automatically included as an insured under the Plan.

3. THE COMMISSIONS DIRECT desire and intend that, notwithstanding DRM's interpretation of exclusion 1(g) of the Plan rendered in good faith and consistent with its claims management and fiduciary responsibility to protect the Fund, DRM shall be guided by the resolutions adopted by the Commissions on October 4, 2007, concerning the original purpose of the exclusion such that exclusion 1(g) shall exclude from coverage only those claims for the costs to repair or replace worn out equipment as contrasted with claims for accidents resulting from worn out equipment, and other claims for costs that are already provided for in the compensation provisions of the Commissions' operating access agreements with the Operator and the Railroads..

4. THE PARTIES UNDERSTAND AND INTEND that the Division of Risk Management of the Department of the Treasury of the Commonwealth and its officers, directors, employees, elected officials, attorneys and agents, including the Department of the Treasury, shall incur no financial obligation, responsibility or liability whatsoever for the liabilities or other obligations of any nature created under any portion of the Commuter Rail Liability Insurance Plan, the Insurance Fund Agreement and the Agreement for Management of the Liability Insurance Plan.

5. ALL PARTIES agree that this Memorandum of Understanding sets forth the Parties' desires, understandings and intentions concerning certain provisions of the Plan and that it expires once the Commuter Rail Liability Insurance Plan, the Insurance Fund Agreement and the Agreement for Management of the Liability Insurance Plan are revised to incorporate the revisions noted herein.

Signed and Agreed to by:



Chairman
Northern Virginia Transportation
Commissions

10/10/08

Date



Chairman
Potomac and Rappahannock
Transportation Commission

10/10/08

Date



Secretary of Finance

10/3/08

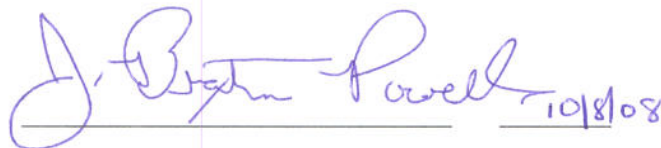
Date



Secretary of Transportation

10/3/08

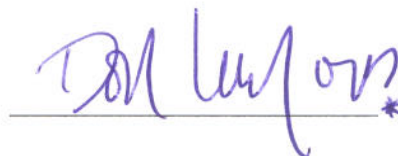
Date



Treasurer of Virginia

10/8/08

Date



Director, Division of
Risk Management

10/8/08

Date

Exhibit E

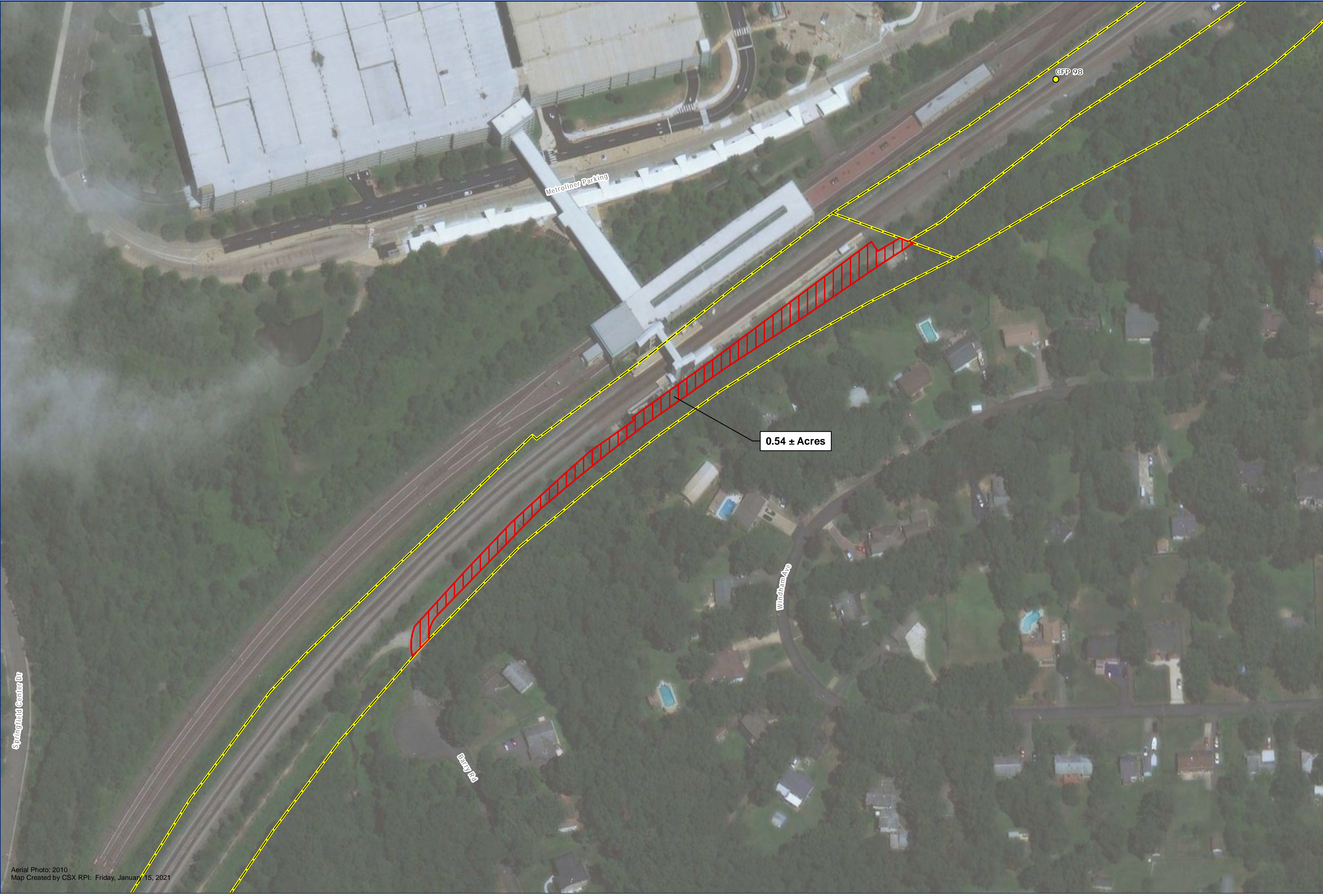
(Premises)

Franconia/Springfield Station

Rippon Station

Woodbridge Station

Quantico Station



Aerial Photo: 2010
Map Created by CSX RPI: Friday, January 15, 2021

Engineering Milepost

VRE Lease

CSX Real Estate

Virginia Railway Express - Franconia/Springfield Station

CSX 024289 008 - 0.54 ± Acres
Fairfax County - Springfield, VA
Baltimore Division - RF & P Subdivision
Milepost CFP 97.8

0.54 ± Acres

012.25 50 75 100 125 150 175 200 225 250

Feet

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CSX

How tomorrow moves™



Aerial Photo: 2010
Map Created by CSX RPI: Friday, January 15, 2021

Virginia Railway Express - Rippon Station

CSX 024289 003 - 0.23 ± Acres

Prince William County - Woodbridge, VA

Baltimore Division - RF & P Subdivision

Milepost CFP 85.4

● Engineering Milepost

▬ VRE Lease

▬ CSX Real Estate



0 12.5 25 50 75 100 125 150 175 200 225 250 Feet

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Aerial Photo: 2010
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Virginia Railway Express - Woodbridge Station

CSX 024289 004 - 0.32 ± Acres

Prince William County - Woodbridge, VA

Baltimore Division - RF & P Subdivision

Milepost CFP 89

- Engineering Milepost
- ▨ VRE Lease
- ▭ CSX Real Estate



0 12.5 25 50 75 100 125 150 175 200 225 250 Feet

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Aerial Photo: 2010
Map Created by CSX RPI: Friday, January 15, 2021

Engineering Milepost

VRE Lease

CSX Real Estate

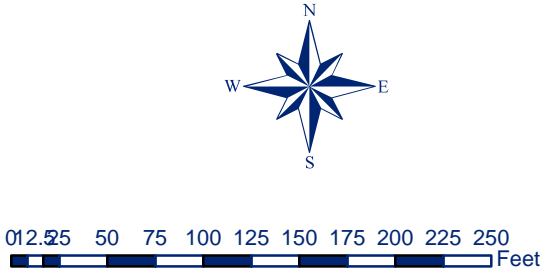
Virginia Railway Express - Quantico Station

CSX 024289 006 - 0.42 ± Acres

Stafford County - Stafford, VA

Baltimore Division - RF & P Subdivision

Milepost CFP 78.5



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Exhibit F

Special Trains

- The Commissions shall submit its requests for Special Trains in writing at least seven business days prior to the proposed date of operations
- No Special Train shall run without the prior written agreement of Railroad and the Commission and on terms and conditions and with such proof of insurance and indemnification as are satisfactory to Railroad in its sole judgment
- Notwithstanding the foregoing, Railroad retains the right to reject any and all proposed Special Train operations as it determines in its sole discretion.
- Railroads will not furnish equipment or crews to operate Special Trains
- Special Trains will not be granted any dispatching preference or priority

EXHIBIT G

COMPREHENSIVE RAIL AGREEMENT

[A copy of the Comprehensive Rail Agreement with all exhibits is
available at the offices of the Commissions or at
[www._____.va]]

EXHIBIT H

JOINT OPERATING AND MAINTENANCE AGREEMENT

[A copy of the Joint Operating and Maintenance Agreement with all exhibits is available at the offices of the Commissions or at [www.____.va]]