

OPERATING ACCESS AGREEMENT

BETWEEN

NORFOLK SOUTHERN RAILWAY COMPANY

AND

NORTHERN VIRGINIA TRANSPORTATION COMMISSION

&

POTOMAC AND RAPPAHANNOCK TRANSPORTATION COMMISSION

(owners of Virginia Railway Express)

BETWEEN ALEXANDRIA, VIRGINIA AND
MANASSAS, VIRGINIA

THIS AGREEMENT, made and entered into as of the 9th day of October, 2024, by and between NORFOLK SOUTHERN RAILWAY COMPANY, a Virginia corporation, with its principal place of business at 650 West Peachtree Street NE, Atlanta, GA 30308 (hereinafter "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 203, Arlington, VA 22201, and 14700 Potomac Mills Road, Woodbridge, Virginia 22191, respectively (hereinafter, individually, a "Commission" and, collectively, the "Commissions"). Each of the Railroad and the Commissions shall be referred to individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, pursuant to the Operating Access Agreement dated December 1, 1989, between Southern Railway Company and Commissions, as supplemented and amended (the "Original Agreement"), Commissions have operated rail commuter services publicly promoted as the "Virginia Railway Express" ("VRE") over existing rail lines owned or controlled by Railroad between Alexandria, Virginia and Manassas, Virginia more specifically described therein; and

WHEREAS, the Original Agreement was to expire on November 30, 1994, but was extended for an additional period of one-hundred and thirty-five (135) days ending April 15, 1995, by letter agreements dated November 29, 1994, January 18, 1995, and March 10, 1995; and

WHEREAS, the Commissions and the Railroad entered into a revised Operating Agreement dated as of December 1, 1994, which was extended by agreements dated July 12, 1996, July 13, 1998, July 8, 1999, October 8, 1999, December 2, 1999, and March 1, 2000, for additional periods ending May 5, 2000; and

WHEREAS, the Commissions and the Railroad entered into a revised Operating Agreement dated as of May 5, 2000, which was extended by subsequent agreements, including one dated December 13, 2013, for additional periods ending March 31, 2014; and

WHEREAS, the Commissions and the Railroad entered into a further revised Operating Agreement dated as of April 14, 2014, which was extended by letter agreements dated June 1, 2018, for one additional period ending June 30, 2023, June 20, 2023, for one additional period ending June 30, 2024, and June 26, 2024, for one additional period ending October 10, 2024 (the "2014 Operating Agreement"); and

WHEREAS, Commissions desire to continue to operate or have operated rail commuter services over said rail lines between MP 9.7 in Alexandria and MP 35.8 in Manassas ("Manassas Line-VRE"); and

WHEREAS, Commissions also desire contemporaneously to operate or have operated rail commuter services over rail lines owned by CSX Transportation, Inc. ("CSXT") and the Virginia Passenger Rail Authority ("VPRA"), and by the National Railroad Passenger Corporation ("Amtrak"); and

WHEREAS, Railroad and VPRA have entered into an Amended and Restated Comprehensive Rail Agreement, dated August 29, 2024, ("2024 CRA") detailing the terms of a transaction where, among other things, Railroad has conveyed or will convey to VPRA the portion of the Manassas Line-VRE between MP 9.7 in Alexandria, Virginia and MP 32.75 in Manassas, Virginia ("VPRA-Owned Manassas Line"), with

Railroad continuing to own the portion of the Manassas Line-VRE between MP 32.75 and MP 35.8 (“Railroad-Owned Manassas Line”); and

WHEREAS, under the terms of the 2024 CRA, Railroad will provide dispatching and maintenance services on the VPRA-Owned Manassas Line until such time as VPRA and Railroad agree to have such services provided by others, and Railroad provides and will continue to provide dispatching and maintenance on the VPRA-Owned Manassas Line; and

WHEREAS, Railroad has conveyed to VPRA, subject to the terms of the 2024 CRA, a perpetual, irrevocable, assignable, divisible, licensable and transferable easement for passenger rail purposes over a portion of the Railroad-Owned Manassas Line between MP 32.75 and 33.6 (“Manassas Segment”); and

WHEREAS, VPRA and Commissions have entered into an access agreement permitting VRE commuter rail services over the VPRA-Owned Manassas Line and the Manassas Segment, subject to a direct agreement between Commissions and Railroad; and

WHEREAS, Railroad has agreed to certain changes in the Commissions’ weekday operating schedule (“Weekday Enhancement Schedule”) effective as of May 23, 2024, and the introduction of a Saturday schedule (“Saturday Service Enhancement Schedule”), effective as of September 5, 2024; and

WHEREAS, Railroad and the Commissions have agreed to an alternative pricing structure relating to the Tracks on the Railroad-Owned Manassas Line, with operations, liability, and insurance coverage for the Tracks on the entire Manassas Line-VRE subject to the terms and conditions hereafter set forth; and

WHEREAS, Railroad is willing, on the terms and conditions hereafter set forth, to permit the continued use of the Tracks on the Railroad-Owned Manassas Line and certain of its related facilities and services for operation by Commissions of rail commuter services;

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

ARTICLE ONE – Definitions

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

“2014 Operating Agreement” shall have the meaning ascribed thereto in the Recitals.

“2024 CRA” shall have the meaning ascribed thereto in the Recitals.

“AAR” shall have the meaning ascribed thereto in Section 2.3.

“Amtrak” shall have the meaning ascribed thereto in the Recitals.

“Broad Run Pocket Track” shall mean a new additional passenger-dedicated track leading into the passenger station at Broad Run and the rail yard in the vicinity of the Broad Run station, to be constructed by VPRA or VRE.

“Commission” and “Commissions” shall have the meaning ascribed thereto in the introductory paragraph.

“Covered Cost” shall have the meaning ascribed thereto in Section 9.1.

“CSXT” shall have the meaning ascribed thereto in the Recitals.

“Deadhead Train” or “Deadhead Trains” shall consist of locomotive units or passenger – carrying cab cars, coupled, with or without passenger cars, not carrying passengers, and moving in non-revenue service for the purpose of repositioning Equipment, with up to, but in no event exceeding a total of twenty coupled locomotive units, cab cars, or passenger cars, having not less than 4.0 horsepower per gross tons of load, displaying markers or carrying an end of train device, and capable of adhering to the schedule standards specified for the Service.

“Division” shall have the meaning ascribed thereto in Section 9.1(b).

“Effective Date” shall mean September 5, 2024.

“Equipment” shall mean the locomotives and passenger cars that are at any time used by Commissions, or either of them, or by an agent or Operator, to provide rail commuter Service over the Tracks on the Manassas Line-VRE.

“Expansion Service” shall mean the four (4) additional frequencies desired by the Commissions in addition to the Base Service and detailed in Appendix A attached hereto.

“Fixed Operating Fee” shall have the meaning ascribed in Section 5.1(b).

“Force Majeure” shall mean fire, earthquake, flood, pandemic, explosion, wreck, casualty, strike, unavoidable accident, riot, insurrection, civil disturbance, act of public enemy, embargo, war, act of God, inability to obtain labor, materials, or supplies, any governmental regulation, restriction, or prohibition, or any other similar cause beyond the Party’s reasonable control.

“Improvements” shall mean changes in, additions and betterments to, or retirements from the Tracks, facilities, or freight equipment of Railroad made pursuant to any of the provisions of Section 2.8 of this Agreement.

“Liability Cap Amount” shall have the meaning ascribed thereto in Section 9.1(a).

“Liability Cap Amount Notice” shall have the meaning ascribed thereto in Section 9.1(d).

“Manassas Line-VRE” shall have the meaning ascribed thereto in the Recitals.

“Manassas Segment” shall have the meaning ascribed thereto in the Recitals.

“Operating Fee” shall have the meaning ascribed in Section 5.1(b).

“Operator” shall mean any person, firm, corporation, or other legal entity contracting with or utilized by 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 Commissions.

“Original Agreement” shall have the meaning ascribed thereto in the introductory paragraph.

“Original Term” shall have the meaning ascribed thereto in Section 4.1.

“Original Commuter Service Schedule” shall have the meaning ascribed thereto in Appendix A.

“Plan” shall mean The Northern Virginia and Potomac and Rappahannock Transportation Commissions Commuter Rail Operations Liability Plan established by the Division in accordance with Section 2.2-1839 of the Code of Virginia, attached hereto as Appendix C, as such may be amended from time to time.

“Party” and “Parties” shall have the meaning ascribed thereto in the introductory paragraph.

“Payments” shall have the meaning ascribed thereto in Section 5.1(c).

“Railroad” shall have the meaning ascribed thereto in the introductory paragraph.

“Railroad-Owned Manassas Line” shall have the meaning ascribed thereto in the Recitals.

“Saturday Service Enhancement Schedule” shall have the meaning ascribed thereto in Appendix A.

“Service” shall consist of the Trains, whether occupied or moving as Deadhead Trains, that are used to provide commuter rail service pursuant to the authority granted by this Agreement. The Service is expected to include the movement of Trains operated at the times, with the frequencies, and utilizing the Equipment specified in Appendix B, attached hereto.

“Seminary Passage” shall mean that portion of the Tracks between a point at or about MP 9.25 in Alexandria, Virginia and a point at or about MP 10.76 in Alexandria, Virginia, and including Seminary Yard and the track commonly referred to as the Horn Track, which, pursuant to the 2024 CRA, will be conveyed from Railroad to VPRA.

“Special Train” shall mean an additional unscheduled train operated in addition to regularly scheduled service as specified in Appendix A, as may be allowed pursuant to Section 3.1 of this Agreement on the terms and conditions stated in Appendix D.

“Tracks” shall mean the railroad operating facilities shown or described in the attached Appendix B, including but not limited to signaling facilities and crossing warning devices, but shall not include passenger related facilities (such as passenger stations or platforms), in each case as such rail operating facilities shall from time to time be modified or changed pursuant to Section 2.8 hereof. For the purpose of this Agreement, the definition of the Tracks shall include such other parallel or related railroad operating facilities of Railroad as may in the discretion of Railroad be temporarily used for the operation of the Service.

“Train” or “Trains” shall consist of a locomotive unit, or more than one such unit coupled, with or without passenger cars, whether or not carrying passengers.

“Trust Fund” shall mean the Commuter Rail Operations Liability Insurance Trust Fund administered by the Division for the purposes of implementing and funding Commissions’ obligations under the Plan.

“Trust Fund Solvency Notice” shall have the meaning ascribed thereto in Section 9.1(e).

“Unreasonably Interfere with Freight Rail Operations” shall mean the exercise of a right or action by the Commissions that would result in (i) unreasonable interference consistent with the line of ICC/STB cases originating with Maine, DOT – Acq. Exemption – ME Central R. Co., 8 I.C.C. 2d 835 (1991) or (ii) a negative impact within the applicable territory to one or more of the following, in each case as initially determined by Railroad, subject to the dispute resolution provisions of the 2024 CRA or a decision of the STB: (A) Railroad’s costs or ability to perform freight rail service for its customers, including, without limitation, causing modifications to Railroad service windows if such modification would have a material negative impact on Railroad costs, (B) Railroad’s ability to fulfill its common carrier obligation and other freight rail services pursuant to transportation agreements under 49 U.S.C. 10709 or other rights and responsibilities under the ICC Termination Act of 1995, (C) interoperability (i.e., usability for both freight and passenger rail operations) of existing rail infrastructure, or (D) the number or availability of tracks available to Railroad for freight operations.

“Virginia Railway Express” shall have the meaning ascribed thereto in the Recitals.

“VPRA” shall have the meaning ascribed thereto in the Recitals.

“VPRA-Owned Manassas Line” shall have the meaning ascribed thereto in the Recitals.

“Weekday Enhancement Schedule” shall have the meaning ascribed thereto in Appendix A.

ARTICLE TWO – Conditions

Section 2.1 This Agreement shall supersede and replace the 2014 Operating Agreement with respect to the subject matter contained herein.

Section 2.2 (a) Commissions intend to continue operation of the Service through an agent, referred to herein as the Operator.

(i) Any person, firm, corporation, or other legal entity contracting with or utilized by Commissions to operate all or any part of the Service shall be an Operator within the meaning of this Agreement.

(ii) Each Operator must be approved in advance in writing by Railroad based upon the ability of the Operator to comply with the requirements set forth in this Agreement, which approval shall not be unreasonably withheld.

(iii) Each Operator must at all times during the term of this Agreement remain acceptable to Railroad based upon the requirements of this Agreement. If at any time an Operator becomes unacceptable to Railroad, Railroad shall notify Commissions of such unacceptability and Commissions shall promptly remedy the cause(s) of such unacceptability to the reasonable satisfaction of Railroad or select a new Operator acceptable to Railroad.

(iv) Each Operator must comply at all times with all applicable provisions of this Agreement, and no contract whereby Commissions employ an Operator shall relieve Commissions of any of their obligations hereunder.

(v) Commissions shall not permit any person or entity other than an Operator acceptable to Railroad to operate or enter upon the property of Railroad without the written consent of Railroad.

(b) If Commissions or any Operator shall at any time assert in an administrative, legislative, or judicial proceeding that the Trains being used to provide the Service are entitled to preference over the freight operations of Railroad in the use of the Tracks on the Railroad-Owned Manassas Line, or if such a preference is ordered by any court or administrative agency as a consequence of the legal status of an Operator, such assertion or order shall constitute notice to Commissions that said Operator is unacceptable to Railroad and must immediately be replaced.

Section 2.3 (a) Railroad shall have no responsibility to inspect, maintain, service or repair any Equipment, but Commissions shall ensure, and shall cause each Operator to ensure, that all Equipment, at all times, complies with applicable Association of American Railroads (the "AAR"), federal, state, and local requirements and with Railroad's standards for locomotives and cars permitted to operate over Railroad's Tracks, which standards shall be identified and specified in writing to Commissions.

(b) Commissions shall ensure, and shall cause each Operator to ensure, that all Equipment used in the Service complies 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. Commissions shall ensure, and shall cause each Operator to ensure, that all Equipment 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) Commissions shall, and shall cause each Operator to, defend, indemnify, protect, and save wholly harmless Railroad, its corporate affiliates, and its and their respective officers, 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 Commissions or an Operator of either (i) any of the laws, rules and regulations to which reference is made in Section 2.3(b) or (ii) any of the terms of this Agreement except to the extent caused directly by a default of the Railroad.

(d) Trains shall be sufficiently powered to operate at a maximum authorized speed over the Tracks. In no event shall a Train exceed an operating configuration of ten passenger cars with one locomotive unit. No Train shall operate with less than 4.0 horsepower per gross tons of load. Each Train shall display markers or an end of train device. Each Train shall be capable of adhering to the schedule standards specified for the Service.

(c) Trains shall be equipped with locomotive power capable of operating in an active state with Railroad's positive train control system(s) engaged on the Tracks.

Section 2.4 (a) Commissions shall ensure, and shall cause each Operator to ensure, that operation of the Service shall at all times comply with Railroad's operating rules, safety rules, instructions, and regulations. Commissions shall ensure that Commissions, each Operator, and all personnel of either who are present on the Equipment at any time shall comply fully with the Federal Railroad Safety Act, as

amended, and with all applicable laws, regulations or rules, whether federal, state or local, covering the operation, maintenance, condition, licensing, certification, inspection, testing or safety of personnel or Equipment employed in the maintenance and operation of any of the Trains.

(b) Commissions shall, and shall cause each Operator to, defend, indemnify, protect and save wholly harmless Railroad, its corporate affiliates, and its and their respective officers, 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, agents, or employees as the result of an alleged violation by Commissions or an Operator or any of the laws, rules, or regulations to which reference is made in Section 2.4(a).

(c) Commissions shall make such arrangements with Railroad as may be required to ensure that all persons operating Equipment or Trains over the Tracks are fully competent, trained, and qualified for the task they are performing. Commissions shall pay to Railroad, promptly upon receipt of bills therefore, all expenses incurred by Railroad, including the cost of pilots, for qualifying, testing, and maintaining the qualifications of each such person in accordance with Railroad's operating rules and federal locomotive engineer certification requirements. Railroad will furnish Commissions or their designee with current Timetables, Operating Rule Books, Safety Rule Books, and any related publications or material, including switch keys, deemed necessary by Railroad. Commissions shall pay Railroad the reasonable cost of such publications, material, or switch keys. Commissions shall treat such Timetables, Operating Rule Books, Safety Rule Books and other provided material as confidential for use solely in the performance of the Service and for no other purpose.

(d) Whenever the Service shall be modified so as to require a change in Railroad's Timetables, Commissions shall pay Railroad the total cost of printing and distributing new Timetables.

(e) Commissions, at their sole expense, shall obtain, install, and maintain, in all locomotives used with Commissions' Trains operating over the Tracks, functioning radios equipped to transmit and receive appropriate Railroad frequencies and to communicate with Railroad's dispatcher on radio frequencies normally used by such dispatcher in directing train movements on the Manassas Line-VRE.

(f) Railroad shall, at least three (3) days in advance, where feasible, notify Commissions or Operator of any investigation or hearing concerning the violation of any operating rule, safety rule, or instructions of Railroad by any of the employees of Commissions or of an Operator. Such investigation or hearing may be attended by any official of Commissions and of their Operator designated by Commissions.

(g) Railroad shall have the right to exclude from the Tracks any employee of Commissions or of an Operator determined in Railroad's reasonable discretion to be in violation of Railroad's rules, regulations, orders, or instructions whether issued by Timetable, bulletin, or otherwise. 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 of Commissions or of an Operator who has been excluded, of any part of the commuter rail operations.

Section 2.5 (a) Commissions acknowledge that their right to use of the Tracks on the Railroad-Owned Manassas Line is subject to the paramount right of Railroad to use its own tracks, and that the right of Railroad to use the Tracks on the Railroad-Owned Manassas Line shall not be diminished by

this Agreement. Commissions understand that Railroad has granted rights to the use of the Tracks on the Railroad-Owned Manassas Line to VPRRA for inter-city and commuter rail passenger services and to Amtrak for intercity passenger rail services, and that the rights herein granted are subject to such obligations as Railroad incurred by such prior grants and to such rights as Railroad may elect, in its sole discretion, to grant in the future to other persons or corporations. Railroad acknowledges that the Service as set forth in Appendix A does not Unreasonably Interfere with Freight Railroad Operations as of the Effective Date and agrees that it will make reasonable effort to avoid unnecessary interference with, and to maintain the current Service set out in Appendix A over the Tracks on the Railroad-Owned Manassas Line. Railroad agrees further that it will make reasonable efforts to attain the proposed Service over the Tracks on the Railroad-Owned Manassas Line also set out in Appendix A.

(b) Commissions shall have the right to modify the Service, including to add or subtract commuter rail frequencies over the Manassas Line-VRE from time to time; *provided* that any such modification shall be in writing and shall not Unreasonably Interfere with Freight Rail Operations; and *provided, further* that Commissions propose any such modification to Railroad no less than sixty (60) days prior to implementation and Railroad reasonably determines that any such modification does not Unreasonably Interfere with Freight Rail Operations prior to implementation and provides written consent thereto, which consent may be withheld only if Railroad determines, acting in good faith, that the proposed modification would Unreasonably Interfere with Freight Rail Operations. If Railroad fails to reject a proposed modification in writing during such 60-day period, then Railroad shall be deemed to have provided consent after the expiration of such 60-day period. The Virginia Railway Express Chief Executive Officer shall have express authority to represent and bind Commissions to add additional Trains and amend the Service as defined in Appendix A.

Section 2.6 In the event that operation of the Service or any change in the operation of the Service requires the prior approval of or exemption from regulation by the Surface Transportation Board or any other governmental agency, securing such approval or exemption shall be the exclusive responsibility of Commissions, and Commissions shall not continue the Service, or implement the potential change, either on their own behalf or by means of any Operator, until any such approval or exemption becomes effective. Railroad will, to the extent Railroad deems appropriate, make reasonable efforts to support the actions that Commissions may initiate pursuant to this Section 2.6 with regard to any change in the operation of the Service to which Railroad has consented.

Section 2.7 Railroad shall have, at all times, exclusive control of the management of and all operations over the Tracks on the Railroad-Owned Manassas Line. Commissions recognize that occasional delays or cancellations of the Service due to unavoidable conflicts with Railroad's freight service, maintenance activities, weather, labor difficulties, track or equipment failure, conflicting schedules or missed connections of Amtrak intercity passenger trains, or of trains of Railroad, or trains of other railroads entitled to use of the Tracks on the Manassas Line-VRE, or from other causes, may occur. Although Railroad agrees that it will adhere to sound dispatching principles in providing dispatch services on the Manassas Line-VRE and that it will make reasonable efforts to avoid such delays or cancellations, Railroad shall in no event be responsible for or liable to Commissions, an Operator, or any passenger for the consequences of any such delay or cancellation.

Section 2.8 (a) Railroad, from time to time during the life of this Agreement, may make such changes in, additions and betterments to, or retirements from the Tracks on the Railroad-Owned Manassas Line (including without limitation the installation of additional crossing protection devices or the modification of existing devices) as shall be necessary or desirable for the economical or safe operation

thereof. To the extent such changes, additions, and betterments or retirements on the Railroad-Owned Manassas Line are attributable to the operation of the Service, Commissions shall pay the cost of effecting, operating and maintaining them. If Railroad and Commissions do not initially agree whether or to what extent the cost of such changes, additions and betterments, or retirements on the Railroad-Owned Manassas Line are attributable to the operation of the Service, they shall meet and negotiate in good faith to determine what part of such costs shall be assigned to the Commissions. Once Railroad and Commissions have agreed upon the appropriate allocation of the costs of such changes in, additions and betterments to, or retirements from the Tracks on the Railroad-Owned Manassas Line, or the allocation has been determined through the dispute resolution process provided for in this Agreement, Commissions shall promptly pursue appropriation of the funds required and shall pay to Railroad their share of the cost of effecting such changes, additions and betterments, or retirements on the Railroad-Owned Manassas Line and the compensation shall be amended to include the Commissions' share of the normalized expense of maintaining, operating, repairing, and removing such changed, additional, or modified facilities. In the event Commissions fail to pay to Railroad the Commissions' share of the cost of such changes, additions and betterments, or retirements, Railroad may suspend all or a part of the Service on the Railroad-Owned Manassas Line. Where practicable, Railroad will give Commissions sufficient advance notice of such changes, additions and betterments, or retirements to permit Commissions to budget for their share of the cost thereof. Except to the extent otherwise agreed by the Parties to accommodate the terms and conditions of federal agencies furnishing financial assistance, all such changes, additions and betterments, or retirements on the Railroad-Owned Manassas Line, as well as all changes, additions, and modifications described in subsection (b) and all additional or altered facilities described in subsection (c) of this Section 2.8 on the Railroad-Owned Manassas Line, shall become part of the Tracks and property of Railroad, and such retirements shall be excluded from the Tracks when effected.

(b) In the event the Commissions or VPRA seek to modify or expand the Service, other than as set forth in Appendix A, including adding or subtracting commuter rail frequencies, over the Manassas Line-VRE, the Commissions or VPRA shall propose any such modification to Railroad no less than sixty (60) days prior to implementation and if Railroad reasonably determines that such modification does not Unreasonably Interfere with Freight Rail Operations, Railroad shall provide written consent thereto, which consent may be withheld only if Railroad determines, acting in good faith, that the proposed modification would Unreasonably Interfere with Freight Rail Operations. If Railroad fails to reject a proposed modification in writing during such 60-day period, then Railroad shall be deemed to have provided consent after the expiration of such 60-day period. If certain changes in or additions and betterments to the Tracks on the Railroad-Owned Manassas Line, including, without limitation, changes in communication or signal facilities and crossing warning devices, are or may be required or advisable, as reasonably determined by Railroad, to permit such modification or expansion of the Service, other than that set forth in Appendix A, so as to not Unreasonably Interfere with Freight Rail Operations, then said changes in or additions and betterments to the Tracks on the Railroad-Owned Manassas Line, if constructed, shall be at the Commissions' cost and expense, including any normalized expense of additional maintenance resulting therefrom. If prompted due to a modification or expansion of the Service, such changes in or additions and betterments to the Tracks on the Railroad-Owned Manassas Line shall be in place prior to said modification or expansion of the Service.

(c) In the event that any law, rule, regulation, or ordinance promulgated by any governmental body having jurisdiction, including, without limitation, statutory or regulatory action by governmental authorities pursuant to the Americans With Disabilities Act, requires the continued presence, initial installation and/or maintenance and/or modification of equipment, signals, facilities, instrumentation, or devices on the Tracks or on the freight or VRE equipment, including but not limited to the locomotives

of Railroad and its corporate affiliates, or on the freight equipment of other railroad companies entitled to use of the Tracks on the Railroad-Owned Manassas Line, or on any other property or facilities of Railroad (including passenger related facilities), which action is due, in whole or in part, to the presence or the existence of the Service, Commissions shall reimburse Railroad all costs of complying with such statutory or regulatory action that are attributable to the Service and the compensation as set forth in Section 5.1 shall be amended to include the normalized expense of maintaining and repairing such additional or modified equipment, signals, facilities, instrumentation, or devices on the Tracks on the Railroad-Owned Manassas Line or on the freight equipment of Railroad or its corporate affiliates or on other property or facilities of Railroad. In the event Commissions opt not to reimburse all such expenses, Commissions may opt to terminate in accordance with Section 4.3.

(d) At the termination of this Agreement, Railroad shall have the option, at the entire cost of Commissions, of removing, or of requiring the removal of, all or any portion of any Improvement made for the introduction and maintenance of the Service since the Original Agreement, and of restoring the Tracks, facilities, or freight equipment on the Railroad-Owned Manassas Line following such removal. In the event Railroad determines to keep in place all or portions of such Improvements, Railroad and Commissions may negotiate whether and to what extent Railroad shall contribute to reimbursement of any existing remaining interest a grantor of Commissions may have in the retained Improvements including but not limited to federal, state, regional, or local grantors. Unless otherwise agreed between the Parties, should Railroad elect upon such termination to remove or require the removal of all or any portion of Improvements funded with government grants on the Railroad-Owned Manassas Line, Commissions shall be responsible for all costs of such removal excluding the undepreciated book basis in compliance with generally accepted accounting principles of that portion of the Improvement cost that has been financed with government grants, in whole or in part, to the extent any such grant amount is required to be repaid as a result of such termination.

(e) The Parties acknowledge and agree that any changes in, additions and betterments to, or retirements from the Tracks on the VPRA-Owned Manassas Line shall be subject to VPRA oversight and control, which, as to Railroad's freight operations, shall be subject to the rights and obligations under the 2024 CRA.

Section 2.9 (a) If, by reason of any mechanical failure or for any other cause, Equipment or a Train of Commissions becomes stalled or disabled and is unable to proceed, or fails to maintain the speed required of Trains in order to meet normal schedules, or if in emergencies crippled or otherwise defective Equipment is set out of Commissions' Trains on the Tracks on the Railroad-Owned Manassas Line, Railroad may at its option furnish motive power or such other assistance as may be necessary to haul, help, or push such Equipment or Trains, or to properly move the disabled Equipment, and Commissions shall reimburse Railroad for the cost of rendering any such assistance.

(b) If it becomes necessary to make repairs to, or to transfer the passengers on, crippled or defective Equipment on the Railroad-Owned Manassas Line in order to move it, such work may be done by Railroad, and Commissions shall reimburse Railroad for the cost thereof at the then current A.A.R. dollar rate for labor charges found in the Office Manual of the A.A.R. Interchange Rules.

(c) Whenever Commissions' Equipment on the Tracks on the Railroad-Owned Manassas Line requires rerailling, wrecking service, or wrecking train service, Railroad may perform such service, including the repair and restoration of roadbed, track, and structures. Except with the permission of Railroad, Commissions shall not perform such service on the Railroad-Owned Manassas Line. The cost and expense of such service, including, without limitation, loss of, damage to, and destruction of any property

whatsoever and injury to or death of any person or persons whomsoever resulting therefrom, shall be paid by Commissions to Railroad, and such cost or expense shall be included as a Covered Cost as defined in Article Nine. All Equipment and salvage from the same shall be promptly picked up by Commissions or the Operator or delivered to Commissions or the Operator and all cost and expense therefor incurred by Railroad shall likewise be paid by Commissions to Railroad.

Section 2.10 If during the term of this Agreement, the Tracks on the Railroad-Owned Manassas Line should be appropriated or otherwise acquired by a governmental body or agency thereof other than Commissions or VPRA, or by a quasi-public body other than Commissions or VPRA, the Parties shall make commercially reasonable efforts to assign this Agreement to the acquiring governmental body or agency thereof. Railroad shall have no further obligation or liability under this Agreement as of the date of such appropriation or acquisition, other than those that have accrued prior to the appropriation or acquisition, and if only a portion of the Tracks on the Railroad-Owned Manassas Line is appropriated or acquired, shall have no further obligation or liability as to that portion of Tracks so apportioned or acquired other than those that have accrued prior to the appropriation or acquisition. If only a portion of the Tracks on the Railroad-Owned Manassas Line is so acquired and, in the opinion of Commissions, the balance of the said Tracks is no longer suitable for the maintenance of the Service, this Agreement, at the option of Commissions (such option to be exercised within ninety (90) days of acquisition), shall terminate ninety (90) days after Railroad receives written notice of such termination. All awards or compensation for the Tracks, or part thereof, resulting from such appropriation or acquisition shall be paid to Railroad subject to the terms of this Agreement. In the event of a partial appropriation or acquisition as herein contemplated, should Commissions elect to continue the use of the balance of the Tracks, the Parties hereto shall endeavor to reach agreement as to the appropriate adjustment, if any, to the Service and the compensation, as the case may be. In the event agreement is not reached after a reasonable period to reach agreement, this Agreement shall terminate upon ninety (90) days' notice by either Party to the other.

Section 2.11 If during the term of this Agreement, the Tracks on the Railroad-Owned Manassas Line or any portion thereof should be appropriated or otherwise acquired by Commissions or VPRA, Railroad shall have no further obligation or liability under this Agreement as of the date of such appropriation or acquisition as to the Tracks or any portion thereof that is appropriated or otherwise acquired, other than those that have accrued prior to the appropriation or acquisition. All awards or compensation for the Tracks, or part thereof, resulting from such appropriation or acquisition shall be paid to Railroad subject to the terms of this Agreement and any governing agreement for such appropriation or acquisition between Railroad and Commissions or VPRA, as appropriate. In the event of a partial appropriation or acquisition as herein contemplated, this Agreement shall continue to apply to the Tracks on the Railroad-Owned Manassas Line not so appropriated or acquired, and the payments shall be modified proportionally.

ARTICLE THREE – Access

Section 3.1 Railroad hereby grants to Commissions, subject to the terms and conditions of this Agreement, the right to use the Tracks on the Railroad-Owned Manassas Line with Commissions' Trains in the provision of the Service. In addition, Commissions may request permission from Railroad to use the Tracks on the Railroad-Owned Manassas Line for Special Trains on the terms and conditions set forth in Appendix E; provided that, solely with respect to requests for Special Trains, the Virginia Railway Express Chief Executive Officer shall have express authority to represent and bind Commissions. Special Trains shall in every instance be deemed a part of Commissions' Service operated pursuant to Article Nine hereof.

Section 3.2 The rights granted to Commissions herein shall relate solely to the use of the Tracks of Railroad on the Railroad-Owned Manassas Line for the operation of Trains. The Parties acknowledge and agree that the several Commuter Facilities Agreements (the “CFAs”) between Commissions and Railroad concerning the construction, maintenance, and use, during the term of the Original Agreement, as amended, and the 2014 Operating Agreement, as amended, of certain ancillary facilities, including, among others, stations, platforms, canopies, parking areas, and depots, for the accommodation of Commissions’ employees and passengers have been assigned to and assumed by VPRA. Railroad has no further obligations under the CFAs, except to the extent any obligations arise as between VPRA and Railroad in the 2024 CRA, and the CFAs shall impose no cost or liability on Railroad.

ARTICLE FOUR – Term

Section 4.1 This Agreement shall become effective as of September 5, 2024, and, unless terminated earlier in accordance with its provisions or with the written consent of both Parties, shall automatically terminate on September 5, 2044 (the “Original Term”). Representatives of Commissions and Railroad shall meet, no less than six (6) months prior to the end of the Original Term of this Agreement to discuss in good faith any extension of this Agreement, the compensation that will apply to any such extension, and other possible modifications hereof. Neither Party is obligated to agree to any such modification hereof.

Section 4.2 Commissions recognize that the Manassas Line-VRE is subject to Railroad's retention of exclusive rights to continue freight operations over the VPRA-Owned Manassas Line in conjunction with Commissions’ and Amtrak’s use of the VPRA-Owned Manassas Line for commuter and intercity passenger services, respectively.

Section 4.3 Notwithstanding other termination provisions contained in this Agreement, including but not limited to Section 2.10, Section 9.3, Article 11, and Article 12, Commissions shall have the right to terminate this Agreement at any time on sixty (60) days written notice to Railroad, but no such termination of the Agreement will relieve any of the Parties hereto from any obligations or liabilities accrued under this Agreement as of the time such termination becomes effective. No termination pursuant to this Section 4.3 shall relieve any of the Parties of any obligations or liabilities accrued as of the time that such termination becomes effective.

Section 4.3 Termination of this Agreement for any cause shall not eliminate, limit, or otherwise affect an obligation imposed upon any Party by the terms hereof. 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, or to make a payment of money shall survive termination of this Agreement.

ARTICLE FIVE – Compensation

Section 5.1 (a) Railroad and Commissions agree to the use of the Tracks on the Railroad-Owned Manassas Line for the Service for the Original Term upon Commissions’ payment of the compensation described in Section 5.1(b). In addition, it being the premise of the Original Agreement and of this Agreement that Railroad incur no added cost or liability and no substantial interference with freight operations as a result of the Service, Commissions hereby agree to hold harmless Railroad (which term, as used in this Section 5.1, shall include Railroad, its corporate affiliates, and its and their respective officers, agents, and employees) against all loss, cost, expense, obligation, or liability caused or exacerbated by the institution, operation, maintenance, or discontinuance of the Service on the Manassas Line-VRE. The enumeration of any such costs or expenses and inclusion of provisions requiring payment to or

indemnification of Railroad by Commissions for such expenses, costs, and risks elsewhere in the Agreement shall in no way diminish the liability of Commissions to compensate or indemnify Railroad for any such costs, liabilities, expenses, or obligations as may hereafter occur, it being the intent of the parties that Railroad be fully protected, indemnified and made whole by Commissions against any such costs, expenses, liabilities, and obligations so caused or so exacerbated, whether or not specifically described in this Agreement; provided, however, that this section shall not be deemed to override the provisions of Section 9.1(a).

(b) In addition to such other amounts as may be due under other provisions of this Agreement, Commissions agree to pay to Railroad the following compensation:

(i) From the Effective Date and through the Original Term, Commissions shall pay to Railroad annually an amount equal to (x) \$750,000, which shall escalate annually in accordance with Section 5.1(e) (each year, such amount, as escalated, referred to as the "Fixed Operating Fee") *minus* (y) any applicable deductions set forth in clause (ii) below (the actual contemporaneous escalated amount including deductions being the "Operating Fee") in consideration of Commissions' right to operate on the Tracks on the Railroad-Owned Manassas Line and dispatching services provided by Railroad in connection with operations on the Manassas Line-VRE.

(ii) The following deductions shall be taken from the Fixed Operating Fee:

- a. upon and after such a time that construction of the Broad Run Pocket Track is completed, the Operating Fee will include a deduction equal to 6.67% of the contemporaneous Fixed Operating Fee; and
- b. upon and after the closing date for conveyance of the Seminary Passage from Railroad to VPRA as provided for in the 2024 CRA, the Operating Fee will include a deduction equal to 60.00% of the contemporaneous Fixed Operating Fee; and
- c. upon and after such a time that VPRA or Commissions take over dispatching of the VPRA-Owned Manassas Line, the Operating Fee will include a deduction equal to 23.33% of the contemporaneous Fixed Operating Fee.

For the avoidance of doubt and notwithstanding the foregoing, in no event shall the Operating Fee equal an amount less than 10% of the contemporaneous Fixed Operating Fee.

(c) The annual Fixed Operating Fee ascribed in Section 5.1(b) shall be divided by twelve (12) and paid by Commissions in equal monthly installments. Payments by Commission shall be rendered, without invoice therefor, no fewer than five (5) days prior to the first day of each month by wire transfer to Railroad's account as designated in writing to Commissions.

(d) Upon Commissions' request, Railroad may agree to accept any annual Fixed Operating Fee in a lump-sum payment, according to such terms as may be agreed to by the Parties.

(c) The Fixed Operating Fee shall be revised and made effective July 1 of each year, beginning July 1, 2025, to compensate for the prior year increases or decreases in the cost of labor and materials, excluding fuel, as reflected in Table C, Quarterly Indexes of Charge-out Prices and Wage Rates (1977=100), Series RCR, included in AAR Railroad Cost Indexes and supplements thereto, issued by the AAR. In making such determination, the final "material prices, wage rates and supplements combined (excluding fuel)" index for the East District Quarter Three (3) shall be used. The Fixed Operating Fee shall be revised by calculating the percentage of increase or decrease for the year to be revised base on the final index of the most recently completed Quarter Three (3) as related to the final index of the Quarter Three (3) of the year prior to the most recently completed calendar year; and applying this percentage of increase or decrease to the current Fixed Operating Fee to be escalated. Notwithstanding the foregoing, under no circumstances shall the Fixed Operating Fee be less than those set forth in Section 5.1(b).

Section 5.2 In addition to the payments specified elsewhere in this Article Five, Commissions shall also pay to Railroad within thirty (30) days of demand when supported by appropriate documentation, any amounts that become due to be so paid pursuant to the provisions of Article Two. Whenever in this Agreement, including, without limitation, the provisions of Article Two hereof, Commissions are obligated to pay to Railroad the cost of any item or service, including, without limitation, the cost of any installation, maintenance, repair, modification, renewal, change, removal, construction, assistance, restoration, salvage, replacement, supply, or the cost to furnish, Railroad's cost shall include additives as shown in the then current "Norfolk Southern Schedule of Rates and Surcharges for Billing Railroads and Others for Use of Facilities, Services, and Equipment", current copies of which shall be furnished to Commissions. The Commissions shall be obligated to pay such amounts only if an invoice, with appropriate supporting documentation, is submitted by Railroad not more than one hundred and eighty (180) days from the date the cost was incurred by Railroad.

Section 5.3 (a) Commissions hereby agree that they will not assert, directly or through any Operator, that the Trains or the Services are entitled to preference over Railroad's freight operations, or over the freight operations of another railroad company entitled to use the Tracks, or over the intercity passenger service operations of Amtrak, in the use of all or any part of the Tracks on the Railroad-Owned Manassas Line.

(b) If Railroad is at any time required by order of a court or of any administrative agency to give the Service priority over Railroad's freight operations on the Railroad-Owned Manassas Line, and if Commissions do not accede to immediate termination of this Agreement upon request of Railroad, Commissions shall pay Railroad, as liquidated damages for injury to Railroad's business and the increased costs to Railroad of transacting its business, \$2.00 per train mile for the remaining term of the Agreement.

Section 5.4 During the Agreement term, Railroad shall keep full and accurate records from which Railroad's costs and charges are determined. Commissions may inspect and audit at their own expense and obtain copies of the accounting and operating records of Railroad pertaining to charges assessed to Commissions by Railroad relating to the Service on the Railroad-Owned Manassas Line at any mutually agreeable time during regular business hours at Railroad's place of business where said records are regularly kept. Such actions shall not unreasonably interfere with the business or accounting functions of Railroad. Railroad shall cooperate fully with Commissions in the explanation of the contents of said records. All charges shall be deemed to have been finally accepted and approved by Commissions unless exceptions, in writing, shall be made thereto within ninety (90) days after the submission of such charges. Once a charge has been audited, that charge shall be considered closed and not open to further audit.

ARTICLE SIX – Maintenance

Section 6.1 Subject to the provisions of Sections 2.7, 2.8, and 2.9 hereof, and except as a result of a Force Majeure, Railroad shall, during the term of this Agreement, keep and maintain the Tracks on the Railroad-Owned Manassas Line in a condition that complies with any and all applicable federal and state and local laws, regulations, and rules applicable to track at the level of utility as of the Effective Date, and that will permit the operation of the Service, provided, however, that Railroad does not guarantee the condition of the Tracks on the Railroad-Owned Manassas Line or that the Service will not be delayed or interrupted on the Railroad-Owned Manassas Line. Failure on the part of Railroad to maintain the Tracks on the Railroad-Owned Manassas Line as required in this Article Six shall in no event impose any liability on Railroad, nor shall any such failure absolve Commissions of any of the obligations imposed upon them by Article Nine hereof.

ARTICLE SEVEN – Claims Service

Section 7.1 The provision of claims handling service in connection with any aspect of the commuter rail service shall be the exclusive responsibility of Commissions, and in no event shall Commissions or any Operator assert any right to require provision of such service from Railroad or any affiliate thereof, the terms of any preexisting agreement between any Operator and Railroad to the contrary notwithstanding. Commissions hereby agree to indemnify, protect, and save Railroad harmless against any cost or expense for the provision of claims handling service which Railroad may incur attributable to the institution, operation, maintenance, or discontinuance of the Service without regard to whether such was imposed or sought to be imposed on Railroad under the terms of such a preexisting agreement.

ARTICLE EIGHT – Railroad Police

Section 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 Commissions, and in no event shall Commissions or any Operator assert any right to require provision of the services of such railroad police or law enforcement personnel from Railroad or any affiliate thereof, the terms of any preexisting agreement between any Operator and Railroad to the contrary notwithstanding. Commissions hereby agree to indemnify, protect, and save Railroad harmless against any cost or expense for the provision of the services of railroad police or law enforcement personnel which Railroad may incur and which is attributable to the institution, operation, maintenance, or discontinuance of the Service without regard to whether such was imposed or sought to be imposed on Railroad under the terms of such a preexisting agreement.

ARTICLE NINE – Risk of Liability

Section 9.1 (a) Commissions shall protect, defend, indemnify, and save harmless Railroad from any loss, cost, expense, or liability for death, personal injury or property damage, including the property and employees of Railroad (collectively, a “Covered Cost”) that is attributable in any way to, or that is exacerbated by, the institution, operation, maintenance, or discontinuance of the Service over the Tracks on the entirety of the Manassas Line-VRE, or to the presence of Equipment, Trains, cars, personnel, contractors, agents, or passengers of Commissions or an Operator on or about the property of Railroad or the Manassas Line-VRE. 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 or exemplary; provided, that the liability of Commissions under this Article Nine shall not exceed the amount (“Liability Cap

Amount”) permitted pursuant to 49 U.S.C. Section 28103(a)(2) as adjusted from time to time pursuant to Federal law, the most recent adjustment being to not exceed \$322,864,228 as set forth in 86 Fed. Reg. 11571 (February 25, 2021), (or such greater sum as may be required by the provisions of Sections 9.2 or 9.3 hereof) in any one calendar year.

(b) To guarantee payment of their obligations under this Article Nine, Commissions shall, subject to the approval and continuing supervision of the Department of the Treasury, 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 the then-current Liability Cap Amount (or with such additional limits as may be required by the provisions of Section 9.2 or 9.3 hereof) covering the liability assumed by Commissions under this Article Nine. Such insurance may consist, in whole or in part, of a program of self-insurance approved and administered by the Division, or may consist, in whole or in part, of commercial insurance, or a combination of each. All insurance policies obtained by Commissions pursuant to this Agreement shall be endorsed to require thirty (30) days prior written notice to Railroad if the policies are to be terminated or modified during the term of this Agreement. Commissions shall provide Railroad with copies of all commercial or other insurance policies, including all current endorsements, carried by Commissions pursuant to this Section 9.1, and a copy of all agreements, including amendments thereto, between Commissions and the Division relating to the coverage, structure, administration, or funding of Commissions’ insurance program.

(c) The Parties agree that implementation and maintenance of the Plan shall fulfill the obligations of Commissions under this Article Nine with respect to the procurement and maintenance of liability insurance.

(d) It is anticipated that Commissions, in fulfilling their obligation to obtain the insurance required by this Article Nine, may purchase commercial insurance policies providing annual aggregate limits, and that a claim or claims against such policies may reduce the available coverage in any one policy year below the Liability Cap Amount. Commissions shall cause the Plan to provide that, should a claim or claims against said policies reduce the available coverage in any one policy year, and should claims be paid, or are reasonably expected to be paid, in any one calendar year that reduce the available coverage below 75% of the Liability Cap Amount, the Division shall promptly provide notice of such fact (the “Liability Cap Amount Notice”) to Commissions, Railroad, and the Operator. If Commissions fail within ten (10) days of the issuance of a Liability Cap Amount Notice to restore the available insurance coverage to the Liability Cap Amount (or such higher level as may be required by the provisions of Sections 9.2 or 9.3), the Service and all rights granted Commissions under Article Three of this Agreement shall immediately cease and shall not be resumed until the full Liability Cap Amount in insurance coverage (or such higher level as may be required by the provisions of Sections 9.2 or 9.3) has been obtained.

(e) Commissions shall arrange for a review by the Division of the financial condition of the Trust Fund and the adequacy of commercial insurance and self-insurance maintained under the Plan from time to time as may be requested by Railroad. Such review shall include written certification to Railroad that the Trust Fund is solvent and that the Plan’s insurance program is adequate and actuarially sound for the purposes contemplated by this Agreement. If, at any time, the Division determines that the Plan is not adequately funded, the Division shall promptly give notice of such inadequacy (a “Trust Fund Solvency Notice”) to Commissions, Railroad, and the Operator. If Commissions fail within ten (10) calendar days thereafter to provide funding in amounts determined by the Division to be adequate, all operations under this Agreement shall immediately cease until funding deemed adequate by the Division and Railroad is provided.

(f) The term “Railroad,” as used in this Article Nine, shall include not only Norfolk Southern Railway Company but also its corporate parent, its affiliates and its and their respective officers, agents, and employees. By way of clarification, all indemnification and insurance obligations under this Article Nine shall extend to the Service over the full extent of Tracks on the Manassas Line-VRE, whether such assets are owned by Railroad or VPRA.

Section 9.2 At any time during the term of this Agreement, Railroad may, in accordance with the process of Section 9.1(c), request a review of the number and cost of claims that have been made against the Plan, including the actual and potential liabilities incurred by Commissions for death, personal injury, or property damage since its inception. The review shall include consideration of inflationary and other relevant 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 Commissions’ liability under Section 9.1(a) or to increase the limits and expand the coverage of the insurance required to be carried by Commissions under Section 9.1(b) and Section 9.1(d) hereof. In no event shall the liability of Commissions or the amount of insurance to be carried by Commissions be reduced below the limits required by Section 9.1 hereof. Any increase in the amount of insurance coverage that results from the application of this Section 9.2 shall automatically cause a proportionate adjustment to the limits specified in Sections 9.1(b) and 9.1(d) hereof.

Section 9.3 If as a result of any statute enacted by the Commonwealth of Virginia or the United States, the limits on the liability of Commissions stated in Section 9.1(a) are increased to an amount in excess of the Liability Cap Amount; or if for any reason the amount of liability insurance Commissions are required to procure and maintain in order to guarantee their obligations under this Article Nine or to the general public is increased to an amount in excess of the Liability Cap Amount; or if the exposure of Railroad to liability under this Agreement is substantially increased by statute or judicial decision, then, and in any of such events, the limits on the liability of Commissions pursuant to this Agreement shall be increased and the limits of liability insurance carried by Commissions shall be increased to reflect such higher amount or increased exposure. As a condition of employing self- insurance to cover such higher amount or increased exposure, Commissions agree to obtain Railroad’s and the Division’s approval in advance. In the event Commissions fail to maintain the insurance required by this Section for any reason (including unavailability of such insurance), either Party shall have the right to terminate this Agreement by delivery of written notice to the other Party.

Section 9.4 As set forth in Article Three hereof, the CFAs have been assigned to and assumed by VPRA in the 2024 CRA. It is understood and agreed that the indemnification and insurance provisions of this Article Nine shall apply with respect to any construction, maintenance, use, and removal by Commissions, any Operator, its or their employees, agents, contractors, as well as any passengers, invitees, and the general public located at or near any of the ancillary facilities, including, among others, stations, platforms, canopies, parking areas, and depots, for the accommodation of Commissions’ employees and passengers, that are the subject of the CFAs and that exist along the Manassas Line-VRE.

Section 9.5 Commissions expressly understand and agree that their obligations to indemnify Railroad and hold Railroad harmless under the provisions of the Article Nine also extend to and include the obligation to indemnify and hold Railroad harmless from and against any and all damages (including exemplary damages), penalties, losses, fines, claims, liens, suits, liabilities, costs (including clean-up costs), judgments, and expenses (including attorneys’, consultants’, or experts’ 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 on the Manassas Line-VRE, a Train, or Equipment, or on or at property subject to a CFA, which presence or escape is attributable in any way to, or is exacerbated by, the institution, operation, maintenance, or discontinuance of the Service over the Tracks on the Manassas Line-VRE or to the presence of Commissions' or any Operator's Equipment, personnel, or passengers on or about Railroad's property, the Manassas Line-VRE, or property subject to a CFA,.

Section 9.6 (a) Railroad shall give notice to the Division and to Commissions as soon as reasonably practicable whenever Railroad receives credible notice from any party that it is the intention of such party to hold Railroad responsible for an incident for which Commissions are potentially liable under Section 9.1 hereof.

(b) Railroad agrees: (i) to cooperate in the defense of claims of which it gives the Division or the Commissions notice hereunder; (ii) to allow the Division, within its sole discretion, to settle or defend any claim that falls within the limits for which Commissions have agreed to assume responsibility hereunder; and (iii) to execute all documents reasonably required to enable the Division to recover amounts paid by the Division on behalf of Commissions to persons other than Railroad.

ARTICLE TEN – Labor Claims

Section 10.1 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 operation or termination of this Agreement, whether under employee protective conditions imposed by a governmental agency as conditions for that agency's approval or exemption of the Service or this Agreement, or under a collective bargaining agreement, or otherwise.

ARTICLE ELEVEN – Dispute Resolution

Section 11.1 The Parties hereto shall make reasonable efforts to settle any dispute arising out of this Agreement without resorting to formal dispute resolution. If the Parties so agree, they may submit the matters in dispute to mediation, the outcome of which shall be advisory only and not binding unless the Parties agree in writing to be bound by the outcome in a particular instance.

Section 11.2 During the pendency of such mediation proceeding, the operations conducted and compensation for services under this Agreement, to the extent that they are the subject of such controversy, shall continue to be transacted, used, and paid in the manner and form existing prior to the arising of such controversy, unless the Parties agree to the contrary.

Section 11.3 Each Party shall bear the costs and expenses incurred by it in connection with mediation, including the cost of the mediator.

ARTICLE TWELVE – Default

Section 12.1 Failure on the part of Commissions or an Operator to comply with the conditions of Article Two related to safety of operations shall give Railroad the right to immediately suspend the rights of access granted Commissions in Article Three hereof upon written notice thereof, and shall, in the case of any other conditions of Article Two, give Railroad the right to terminate such rights of access on ninety (90)

days prior written notice. Upon receipt of the aforesaid notices, Commissions shall have the right to remedy the conditions causing the non-compliance within the ninety (90) day period or such longer period as may be necessary to remedy the non-compliance, provided that such remedy commenced prior to the expiration of the ninety (90) day period and Commissions diligently pursue such remedy.

Section 12.2 Failure on the part of Commissions or an Operator to comply with the conditions of Article Two related to Commissions' agreement in Section 2.5(a) concerning a preference of operations shall give Railroad the right to terminate such rights of access on thirty (30) days prior written notice. Upon receipt of the aforesaid notice, Commissions shall have the right to remedy the conditions causing the non-compliance within the thirty (30) day period or such longer period as may be necessary to remedy the non-compliance, provided that such remedy commenced prior to the expiration of the thirty (30) day period and Commissions diligently pursue such remedy.

Section 12.3 Failure on the part of Commissions to comply with any of the provisions of Article Nine hereof shall constitute a default giving rise to a right in Railroad, on thirty (30) days prior written notice, to terminate this Agreement. Upon receipt of the aforesaid notice, Commissions shall have the right to remedy the conditions causing the non-compliance within the thirty (30) day period or such longer period as may be necessary to remedy the non-compliance, provided that such remedy commenced prior to the expiration of the thirty (30) day period and Commissions diligently pursue such remedy.

Section 12.4 Failure on the part of Commissions immediately to replace any Operator that becomes unacceptable to Railroad following not less than thirty (30) days prior written notice delivered to Commissions by Railroad of such Operator's unacceptability in accordance with Section 2.2(a)(iii) shall constitute a default giving Railroad the right to terminate this Agreement. Upon receipt of the aforesaid notice, Commissions shall have the right to remedy the conditions causing the non-compliance within the thirty (30) day period or such longer period as may be necessary to remedy the non-compliance, provided that such remedy commenced prior to the expiration of the thirty (30) day period and Commissions diligently pursue such remedy.

Section 12.5 Failure of Commissions timely to make any undisputed payment required to be made to Railroad under any provision of this Agreement shall constitute a default giving rise to a right in Railroad, on thirty (30) days prior written notice, to suspend the rights of access granted Commissions in Article Three hereof. If any such default shall persist for more than thirty (30) days, or if any such default of the sort provided for in this Section 12.5, having been previously cured, shall recur more than four (4) times during the term of this Agreement, then Railroad may terminate this Agreement on ninety (90) days prior written notice.

Section 12.6 Failure on the part of Railroad to comply with its obligations under Article Six of this Agreement shall constitute a default by Railroad giving Commissions the right to terminate this Agreement on ninety (90) days prior written notice. Nothing in this Section 12.6 shall affect any other legal or equitable remedy available to Commissions.

ARTICLE THIRTEEN– Notices

Section 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:

Senior Director Interline Services Norfolk Southern Railway Company 650 West Peachtree
Street, NW Atlanta, Georgia 30308
Telephone: (404) 529-1041
Fax: (404) 582-5556

If to Commissions:

Chief Executive Officer Virginia Railway Express 1500 King Street, Suite 202
Alexandria, Virginia 22314
Telephone: (703) 684-1001
Fax: (703) 684-1313

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

ARTICLE FOURTEEN– Miscellaneous

Section 14.1 Neither Party shall be liable to the other in damages nor shall this Agreement be terminated nor a default be deemed to have occurred because of any failure to perform hereunder caused by a "Force Majeure". Each Party will be excused from performance of any of its obligations hereunder to the extent and for the duration of the Force Majeure condition, except obligations involving the payment hereunder of money to the other Party or to a third party, where such non-performance is occasioned by Force Majeure. Notwithstanding the foregoing, neither Party shall be obligated to settle any strike or labor disturbance except on terms satisfactory to such Party. Any excuse from contractual obligations under this Agreement as a result of the existence of a Force Majeure (a) will not cause the Original Term of this Agreement to be extended; (b) will not affect any rights or obligations accrued under this Agreement prior to the existence of Force Majeure; and (c) will not affect any rights or obligations under this Agreement except as provided in this Section 14.1.

Section 14.2 This Agreement is being executed and delivered in the Commonwealth of Virginia and shall be governed by and construed and interpreted in accordance with the internal laws of the Commonwealth of Virginia.

Section 14.3 All Appendices referred to in this Agreement are integral parts of this Agreement, incorporated by reference and made a part hereof, and shall bind the Parties hereto to the same extent as if such provisions had been set forth in their entirety in the body of this Agreement. All terms defined in the Agreement and the Appendices shall have the same meaning throughout the Agreement and such Appendices.

Section 14.4 The Article and Section headings herein are for convenience only. The Article and Section headings shall in no way be held or deemed to define, modify, or add to the meaning, scope, or intent of any provision of this Agreement.

Section 14.5 In the event that any provision of this Agreement is found to be invalid or unenforceable in any respect, the remaining provisions shall nevertheless be binding with the same effect as if the invalid or unenforceable provision were originally deleted; provided, however, if the deletion of an invalid or unenforceable provision materially or substantially alters or changes the rights or obligations of

either party under this Agreement, either Party shall have the right to terminate the Agreement on sixty (60) days written notice to the other. During the pendency of any such notice, the Parties shall meet to reach agreement on new provisions to substitute for the invalid or unenforceable provisions.

Section 14.6 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 or be construed as a waiver or relinquishment thereof.

Section 14.7 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 expressed or implied herein is intended or shall be construed to confer upon or to give to any person, firm, or corporation, other than the Parties hereto, any right, remedy, or claim under or by reason of this Agreement or of any term, covenant, or condition hereof, and all the terms, covenants, conditions, promises, and agreements contained herein shall be for the sole and exclusive benefit of the Parties hereto and their successors.

Section 14.8 The rights and obligations of Railroad and of Commissions hereunder may be assigned only with the prior written consent of the other Party, or its or their successors.

Section 14.9 While it is understood and agreed that Commissions shall act together in all matters affecting the Service, reference to Commissions shall include either Commission and the rights and obligations of Commissions hereunder shall be joint and several.

Section 14.10 This Agreement has been executed in several counterparts each of which shall be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

Section 14.11 This Agreement shall not be terminated, amended, supplemented, waived, or modified except upon execution of a written document duly signed by both Parties hereto, unless a specific provision of this Agreement otherwise permits one Party to effect such termination, amendment, supplementation, waiver, or modification. No termination shall relieve any of the Parties of any obligations or liabilities accrued as of the time that such termination becomes effective.

IN WITNESS WHEREOF, Commissions and Railroad 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.


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

By: 
Rich Dalton
VRE Chief Executive Officer


[Seal] Attest:


(title) Kristin Nutter
VRE Director of Purchasing

NORFOLK SOUTHERN RAILWAY COMPANY

By: 
Name: Michael McClellan
Title: Vice President

[Seal] Attest:


(title) Notary Public

SHAWNA MILLER
Notary Public - State of Georgia
Fulton County
My Commission Expires Aug 23, 2027

APPENDIX A

Operating Plan for Commuter Service

Train Operations:

Commuter rail service is to include operation of trains on each day of every week, Monday through Friday, other than Holidays, on approximate schedules indicated on the following pages. The schedules and frequencies of trains may be modified under snow emergency conditions, and trains may, at the discretion of the Commissions, not be operated on the following holidays:

| | | |
|------------------------|------------------|------------|
| New Year's Day | Labor Day | Juneteenth |
| Martin Luther King Day | Columbus Day | |
| Presidents' Day | Veterans' Day | |
| Memorial Day | Thanksgiving Day | |
| Independence Day | Christmas Day | |

Equipment used in providing the commuter rail service will be locomotives and cars owned, leased, rented, or otherwise controlled by the Commissions and complying with Section 2.3 of the Agreement to which this Appendix A is attached. The Equipment will consist of locomotive-hauled coaches in push/pull configuration.







Note that on the following schedules, "Washington, L'Enfant or L'Enfant Plaza, Crystal City, and Alexandria," and the times opposite such station designations, are included solely for convenience; such points are not on the Tracks owned or controlled by Railroad.

The timetables "Current Operations" identify the existing schedule of operations of the commuter service. Any modification of scheduled Service shall require the Railroad's agreement, in accordance with the provisions of Section 2.5(b) and Section 3.3 of this Agreement.

APPENDIX A

Original Commuter Service Schedules Northbound

Manassas Line - Northbound

| Train Number | Broad Run Airport | Manassas | Manassas Park | Burke Centre | Rolling Road | Backlick Road | Alexandria | Crystal City  | L'Enfant  | Union Station |
|---|-------------------|------------|---------------|--------------|--------------|---------------|------------|--|--|---------------|
| 322 | 5:01 a.m. | 5:09 a.m. | 5:15 a.m. | 5:29 a.m. | 5:34 a.m. | 5:42 a.m. | 5:55 a.m. | 6:04 a.m. | 6:12 a.m. | 6:20 a.m. |
| 324  | 5:21 a.m. | 5:29 a.m. | 5:35 a.m. | 5:49 a.m. | 5:54 a.m. | 6:02 a.m. | 6:15 a.m. | 6:24 a.m. | 6:32 a.m. | 6:40 a.m. |
| 326 | 5:56 a.m. | 6:04 a.m. | 6:10 a.m. | 6:24 a.m. | 6:29 a.m. | 6:37 a.m. | 6:50 a.m. | 6:59 a.m. | 7:07 a.m. | 7:15 a.m. |
| 328  | 6:16 a.m. | 6:24 a.m. | 6:30 a.m. | 6:44 a.m. | 6:49 a.m. | 6:57 a.m. | 7:10 a.m. | 7:19 a.m. | 7:27 a.m. | 7:35 a.m. |
| 330  | 7:21 a.m. | 7:29 a.m. | 7:35 a.m. | 7:49 a.m. | 7:54 a.m. | 8:02 a.m. | 8:15 a.m. | 8:24 a.m. | 8:32 a.m. | 8:40 a.m. |
| 332  | 8:01 a.m. | 8:09 a.m. | 8:15 a.m. | 8:29 a.m. | 8:34 a.m. | 8:42 a.m. | 8:55 a.m. | 9:04 a.m. | 9:12 a.m. | 9:20 a.m. |
| Amtrak* 176 | | 10:38 a.m. | | 10:39 a.m. | | | 11:18 a.m. | | 11:14 a.m. | 11:34 a.m. |
| 336 | 3:38 p.m. | 3:46 p.m. | 3:52 p.m. | 4:06 p.m. | | | 4:32 p.m. | | | 4:57 p.m. |
| 338 | 5:10 p.m. | 5:18 p.m. | | | | | 6:04 p.m. | | | 6:29 p.m. |



Special schedules for holidays and snow days

Trains may depart when station work is completed, regardless of scheduled time.










Restrictions apply. See [Amtrak Cross-Honor Agreement](#)

Amtrak*

NOTE: Full-size and collapsible bicycles are permitted on all trains.

Original Commuter Service Schedules Southbound

Manassas Line - Southbound

| Train Number | Union Station | L'Enfant | Crystal City | Alexandria | Backlick Road | Rolling Road  | Burke Centre | Manassas Park  | Manassas  | Broad Run Airport |
|---|---------------|-----------|--------------|------------|---------------|--|--------------|---|--|-------------------|
| 321 | 6:35 a.m. | | | 6:52 a.m. | | | | | 7:37 a.m. | 7:47 a.m. |
| 325  | 1:15 p.m. | 1:23 p.m. | 1:30 p.m. | 1:38 p.m. | 1:49 p.m. | 1:57 p.m. | 2:03 p.m. | 2:17 p.m. | 2:24 p.m. | 2:34 p.m. |
| 327 | 3:20 p.m. | 3:28 p.m. | 3:35 p.m. | 3:43 p.m. | 3:54 p.m. | 4:02 p.m. | 4:08 p.m. | 4:22 p.m. | 4:29 p.m. | 4:39 p.m. |
| 329  | 4:10 p.m. | 4:18 p.m. | 4:25 p.m. | 4:33 p.m. | 4:44 p.m. | 4:52 p.m. | 4:58 p.m. | 5:12 p.m. | 5:19 p.m. | 5:29 p.m. |
| Amtrak* 171 | 4:49 p.m. | 5:00 p.m. | | 5:22 p.m. | | | 5:30 p.m. | | 5:58 p.m. | |
| 331 | 5:10 p.m. | 5:18 p.m. | 5:25 p.m. | 5:33 p.m. | 5:44 p.m. | 5:52 p.m. | 5:58 p.m. | 6:12 p.m. | 6:19 p.m. | 6:29 p.m. |
| 333  | 5:30 p.m. | 5:38 p.m. | 5:45 p.m. | 5:53 p.m. | 6:04 p.m. | 6:12 p.m. | 6:18 p.m. | 6:32 p.m. | 6:39 p.m. | 6:49 p.m. |
| 335  | 6:00 p.m. | 6:08 p.m. | 6:15 p.m. | 6:23 p.m. | 6:34 p.m. | 6:42 p.m. | 6:48 p.m. | 7:02 p.m. | 7:09 p.m. | 7:19 p.m. |
| 337 | 7:00 p.m. | 7:08 p.m. | 7:15 p.m. | 7:23 p.m. | 7:34 p.m. | 7:42 p.m. | 7:48 p.m. | 8:02 p.m. | 8:09 p.m. | 8:19 p.m. |



Special schedules for holidays and snow days

Trains may depart when station work is completed, regardless of scheduled time



Restrictions apply. See [Amtrak Cross-Honor Agreement](#)

Amtrak*

NOTE: Full-size and collapsible bicycles are permitted on all trains.

APPENDIX A

WEEKDAY ENHANCEMENT SCHEDULE – Approved by Railroad to be effective on or after May 23, 2024, pending implementation by Commissions

| Manassas Line | | | | | | | | |
|-------------------|---------|---------|---------|---------|---------|---------|---------|---------|
| Northbound | | | | | | | | |
| Days of Operation | M-F | M-F | M-F | M-F | M-F | M-F | M-F | M-F |
| | 322 | 324 | 326 | 328 | 330 | 332 | 334 | 336 |
| | | S | | S | S | | | |
| Broad Run | 5:01 AM | 5:21 AM | 5:56 AM | 6:16 AM | 6:41 AM | 7:21 AM | 8:01 AM | 8:18 PM |
| Manassas | 5:09 | 5:29 | 6:04 | 6:24 | 6:49 | 7:29 | 8:09 | 8:26 |
| Manassas Park | 5:15 | 5:35 | 6:10 | 6:30 | 6:55 | 7:35 | 8:15 | 8:32 |
| Burke Centre | 5:29 | 5:49 | 6:24 | 6:44 | 7:09 | 7:49 | 8:29 | 8:46 |
| Rolling Road | 5:34 | 5:54 | 6:29 | 6:49 | 7:14 | 7:54 | 8:34 | |
| Backlick Road | 5:42 | 6:02 | 6:37 | 6:57 | 7:22 | 8:02 | 8:42 | |
| Alexandria (L) | 5:55 | 6:15 | 6:50 | 7:10 | 7:35 | 8:15 | 8:55 | 9:12 |
| Crystal City (L) | 6:04 | 6:24 | 6:59 | 7:19 | 7:44 | 8:24 | 9:04 | |
| L'Enfant (L) | 6:12 | 6:32 | 7:07 | 7:27 | 7:52 | 8:32 | 9:12 | |
| Union Station | 6:20 AM | 6:40 AM | 7:15 AM | 7:35 AM | | 8:40 AM | 9:20 AM | 4:37 PM |

(S) = Special schedules for holidays and snow days

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

* Time adjusted 20 min. to address meet with 327 at BCV.

* Terminate at LEF

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

(S) = Special schedules for holidays and snow days

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

* Originate at LEF

APPENDIX A

SATURDAY SERVICE ENHANCEMENT SCHEDULE – Approved by Railroad to be effective from and after September 5, 2024, pending implementation by Commissions

| Manassas Line | | | | | | | |
|-------------------|---------|----------|---------|--|--|--|--|
| Northbound | 6 | 6 | 6 | | | | |
| Days of Operation | Sat | Sat | Sat | | | | |
| | 322 | 324 | 326 | | | | |
| Broad Run | 7:11 AM | 8:56 AM | 2:17 PM | | | | |
| Manassas | 7:19 | 9:04 | 2:25 | | | | |
| Manassas Park | 7:25 | 9:10 | 2:31 | | | | |
| Burke Centre | 7:39 | 9:24 | 2:45 | | | | |
| Rolling Road | 7:44 | 9:29 | 2:50 | | | | |
| Backlick Road | 7:52 | 9:37 | 2:58 | | | | |
| Alexandria | 8:05 | 9:50 | 3:11 | | | | |
| Crystal City (L) | 8:14 | 9:59 | 3:20 | | | | |
| L'Enfant (L) | 8:22 | 10:07 | 3:28 | | | | |
| Union Station | 8:30 AM | 10:15 AM | 3:36 PM | | | | |

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

| Manassas Line | | | | | | | |
|-------------------|---------|---------|----------|--|--|--|--|
| Southbound | 6 | 6 | 6 | | | | |
| Days of Operation | Sat | Sat | Sat | | | | |
| | 321 | 325 | 327 | | | | |
| Union Station | 5:45 PM | 8:15 PM | 10:06 PM | | | | |
| L'Enfant | 5:53 | 8:23 | 10:14 | | | | |
| Crystal City | 6:00 | 8:30 | 10:21 | | | | |
| Alexandria | 6:08 | 8:38 | 10:29 | | | | |
| Backlick Road | 6:19 | 8:49 | 10:40 | | | | |
| Rolling Road (L) | 6:27 | 8:57 | 10:48 | | | | |
| Burke Centre (L) | 6:33 | 9:03 | 10:54 | | | | |
| Manassas Park (L) | 6:47 | 9:17 | 11:08 | | | | |
| Manassas (L) | 6:54 | 9:24 | 11:15 | | | | |
| Broad Run | 7:04 PM | 9:34 PM | 11:25 PM | | | | |

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

APPENDIX B

Tracks

Manassas Line-VRE

The railroad operating facilities included within the Tracks beginning at the connection with CSXT, A.F. Tower, M.P. 9.7 and extending in a southwesterly direction to Manassas Airport, at or near M.P. 35.8, a total of 26.1± miles.

VPRA-Owned Manassas Line

The railroad operating facilities included within the Tracks that constitute a portion of the Manassas Line-VRE and are those owned by VPRA, and over which Railroad has continued freight operations as a part of its Blue Ridge Division, as follows:

1. From and after the Effective Date until the date VPRA and Railroad close on the Seminary Passage, a point beginning at M.P. 10.76 and extending in a southwesterly direction to Manassas, VA at or near M.P. 32.75, a total of 21.99± miles, and
2. From and after the date VPRA and Railroad close on the Seminary Passage, a point beginning at the connection with CSXT, A.F. Tower, M.P. 9.7 and extending in a southwesterly direction to Manassas, VA at or near M.P. 32.75, a total of 32.05± miles, and inclusive of #1 above.

Railroad-Owned Manassas Line

The railroad operating facilities included within the Tracks that constitute a portion of the Manassas Line-VRE and are those owned or controlled by Railroad and operated as a part of its Blue Ridge Division, as follows:

1. From and after the Effective Date until the date VPRA and Railroad close on the Seminary Passage, a point beginning at the connection with CSXT, A.F. Tower, M.P. 9.7 and extending in a southwesterly direction to M.P. 10.76, a total of 1.06± miles, and a point beginning at the connection with VPRA at or near milepost 32.75 and extending in a southwesterly direction at or near milepost 35.8, a total of 3.05± miles, and
2. From and after the date VPRA and Railroad close on the Seminary Passage, a point beginning at the connection with VPRA at or near milepost 32.75 and extending in a southwesterly direction at or near milepost 35.8, a total of 3.05± miles, and exclusive of #1 above.

APPENDIX C
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 rail-road 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.

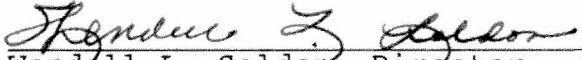
and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.


"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.

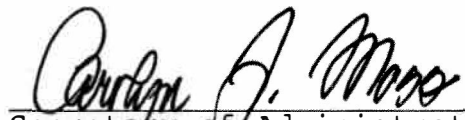
IN WITNESS WHEREOF, this Plan has been executed this 24th day of December, 1989.

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

APPENDIX D
SPECIAL TRAINS

The following terms and conditions shall apply to the operation of Special Trains on the Railroad-Owned Manassas Line, which Railroad may permit from time to time as stated in Article Three of this Agreement.

The rate of Special Trains as of October ^{9th}1, 2024, shall be \$3,810.43 plus: Trains Per Year

| | Rate Per Train Mile |
|---------|---------------------|
| 1 to 6 | \$26.66 |
| 7 to 12 | \$45.77 |
| Over 12 | \$68.56 |

Rates for Special Trains are based on the assumption that Railroad will not furnish equipment or crews and shall escalate annually in accordance with Section 5.1(e) of this Agreement.

The Commissions shall submit requests for Special Trains on the Railroad-Owned Manassas Line in writing at least ten (10) business days prior to the proposed date of operation. No Special Train shall be run on the Railroad-Owned Manassas Line without the prior written agreement of Railroad, on terms and conditions and with such proof of insurance and indemnification as are satisfactory to Railroad. Special Trains shall not be entitled to dispatching priority or preference. Railroad shall have the right to reject any and all Special Trains on the Railroad-Owned Manassas Line. However, Railroad agrees that the following Special Trains may be operated each year of this Agreement on mutually agreeable dates and times. Commission will submit to Railroad the Special Train schedules for the following events on or before June 30th of each year:

Clifton Days Celebration
Manassas Railroad Festival
Santa Claus Safety Campaign
Tour de VRE