

**GRANT AGREEMENT FOR THE PROVISION OF
RAIL PASSENGER OPERATIONS
BETWEEN
NATIONAL RAILROAD PASSENGER CORPORATION
AND
VIRGINIA PASSENGER RAIL AUTHORITY
EFFECTIVE OCTOBER 1, 2025**

THIS GRANT AGREEMENT (“**Agreement**”) is made effective as October 1, 2025 between the National Railroad Passenger Corporation (“**Amtrak**”), a corporation organized under federal law and the laws of the District of Columbia and having its principal office and place of business in Washington, D.C., and the Virginia Passenger Rail Authority (“**Authority**”) (collectively, the “**Parties**”).

WHEREAS, Amtrak is authorized by 49 U.S.C. § 24101 to operate intercity passenger rail in the United States; and

WHEREAS, under Section 209 of the Passenger Rail Investment and Improvement Act of 2008, Pub. L. No. 110-432, 122 Stat. 4848, Congress required, among other things, that Amtrak, in consultation with the relevant states and the District of Columbia, develop and implement a methodology for allocating the operating and capital costs of rail routes of not more than 750 miles outside the segment of the continuous Northeast Corridor railroad line between Boston, Massachusetts and Washington, D.C.; and

WHEREAS, the latest version of the methodology is attached hereto as Appendix VI (*Agreed 209 Methodology*) and is incorporated fully herein (hereinafter the “**Agreed 209 Methodology**”), and will be updated and reattached and reincorporated herein from time to time by amendment; and

WHEREAS, the intercity passenger rail service together with any associated thruway bus service shown in Appendix I (*Routes and Schedules*) (such rail and bus service collectively, the “**Operations**”), are subject to the Agreed 209 Methodology and any amendments thereto; and

WHEREAS, the Authority is providing this grant to Amtrak pursuant to this Agreement so that Amtrak may provide the Operations, and provided that there are sufficient annual appropriations by the General Assembly and allocation by the Virginia Passenger Rail Authority Board of Directors, and in some cases the Commonwealth Transportation Board (“**CTB**”), the Authority believes that grant funds have been or will be available to pay for the Operations; and

WHEREAS, the Authority is authorized by state law to enter into this Agreement.

NOW THEREFORE, in consideration of the covenants herein contained, and other good and valuable consideration, the Authority and Amtrak agree as follows.

Section 1. Intercity Rail Operations to be Provided

(a) Subject to sufficient appropriation of federal and Authority funding, or as may be otherwise provided herein, Amtrak shall provide the Operations in accordance with the schedules

set forth in Appendix I (*Routes and Schedules*), which is hereto attached and made a part of this Agreement, or on such schedule as may be modified by agreement of the Parties. Capitalized terms not defined herein shall have the meaning set forth in the Agreed 209 Methodology.

(b) The Authority may, upon not less than 180 calendar days prior notice, request that Amtrak increase or decrease the Operations and/or the amount of equipment used in the Operations, so as to meet the needs of the traveling public. If the request is to increase either the Operations or the amount of equipment used, Amtrak shall respond and work with the Authority to accommodate such request, which may include providing additional compatible rail passenger equipment from its available resources or, by written agreement with the Authority, to employ such additional compatible equipment as the Authority may choose to make available for use in the Operations, consistent with the funding requirements of the Agreed 209 Methodology. In the event that equipment is made available by the Authority, or because the Authority desires to substitute Authority-owned or leased equipment for Amtrak-owned equipment, such equipment will be used in the Operations only if it complies with all applicable laws and regulations, and by mutual agreement is compatible with Amtrak operations and associated equipment. The Authority and Amtrak will use all good faith efforts to resolve discrepancies in compatibility. The Authority shall be responsible for obtaining the approval of any railroads over which such equipment is to be operated. Equipment includes locomotives, cab cars, and any other type of car used in a passenger train.

(c) If equipment normally used in the Operations becomes unavailable for any reason, Amtrak shall respond and work with the Authority to substitute compatible rail passenger equipment from its available resources, consistent with the funding requirements of the Agreed 209 Methodology, including equipment capital charges associated with the Authority's use of such substitute equipment. Alternatively, the Authority and Amtrak may amend this Agreement to allow for use of compatible equipment from sources other than Amtrak.

(d) Amtrak shall provide the Operations over the routes, serving the stations, and substantially in accordance with the schedules and other criteria set forth in Appendix I (*Routes and Schedules*) of this Agreement. Amtrak shall not be required to provide Operations on any other route, to increase any train frequency other than as described in Appendix I (*Routes and Schedules*) of this Agreement, or to provide Operations with passenger equipment other than that described in Appendix II (*Station Hours, Train Consists, and Staffing Levels*) of this Agreement, which is hereto attached and made a part of this Agreement.

(e) Amtrak is solely responsible for maintenance and operation of the train equipment and operating crews described in Appendix II (*Station Hours, Train Consists, and Staffing Levels*) of this Agreement, along with reservation and information services and station, storage, and service facilities served and operated by Amtrak including, but not limited to utilities, operations, and related track and personnel. Amtrak shall take all actions necessary for safe and reliable operations, including, but not limited to maintaining all equipment in safe operating condition, maintaining heating and cooling systems of the cars so as to provide reliable operation, and performing housekeeping duties regularly to provide a clean and sanitary condition on the interior and exterior of the cars, including windows, all consistent with Amtrak standards.

(f) The Parties shall meet quarterly, via telephone or in person, to discuss on-time performance of the service, service schedules, train equipment availability information, ridership

and revenue performance, anticipated construction projects, and events which may affect future on-time performance. The Parties will work to identify solutions to mitigate on-time performance issues. This quarterly meeting will also address strategic planning, operations planning, and marketing efforts addressed in Section 3.

(g) Amtrak shall insert in its System Timetable and Route Timetables, related to the Operations the following statement: “Funded in part through grants made available by the Commonwealth of Virginia.”

(h) For Operations provided under this Agreement in the Virginia Railway Express (“VRE”) service area, Amtrak will honor VRE tickets with step-up coupons on all trips funded by this Agreement, consistent with Amtrak tariff policies and the existing or a successor VRE cross honoring arrangement. On a monthly basis, Amtrak will credit toward the Virginia Revenue described in Section 4, whatever amounts VRE pays Amtrak in connection with step-up coupons lifted on these trains (the “VRE Revenue”).

Section 2. Performance and Reporting

(a) Amtrak shall endeavor to provide high-quality, on-time rail passenger operations under its control while meeting mutually agreed goals, objectives, and performance standards. For on-time performance, the Parties agree that Amtrak will use the contemporaneous federal standard as its target with respect to the Operations. The Parties recognize the importance of providing safe and reliable transportation to encourage strong ridership. While there are elements of performance clearly under the purview and control of the host railroads, CSX Transportation, Inc. and Norfolk Southern Railway Company, Amtrak has sole responsibility for the maintenance and availability of its equipment and the performance of Amtrak staff in meeting customer needs and supporting on-time performance.

Amtrak shall, after consultation with the Authority and securing agreement, at the Authority’s cost, implement available alternate transportation for passengers traveling in the Operations areas, and scheduled points in between and beyond, in the event of Force Majeure events as defined in Section 9.

Amtrak shall notify the Authority of a delay greater than two hours to any train in the Operations, and shall use commercially reasonable efforts to employ alternate transportation for any such delays.

(b) In accordance with the quarterly meetings described in Section 1(f), Amtrak agrees to provide the Authority with quarterly reports which shall contain a description of specific regional marketing and advertising expenditures to date, as well as a description of the marketing and advertising undertaken in that quarter.

(c) Amtrak shall submit within 45 calendar days following the end of each month, in writing or electronically to the Authority, reports detailing Amtrak's performance relative to the Operations. The reports will address at least the following performance factors for individual trains serving each route that is part of the Operations: ridership, revenue, and on-time performance. The reports will also address at least the following performance factors for thruway bus service and individual trains by each route that is part of the Operations: customer satisfaction scores, as well

as Operating-Cost Obligations, NEC Through Revenue (as defined below), the Passenger Mile Charges (if any), and total ridership and passenger miles traveled (for Base Leg and separately for the Incremental Leg) each with respect to NEC Base-Increment Trains. The purpose of this provision is to assist the Authority in reporting benefits achieved from this Agreement and to assist the Authority in reporting performance trends in the Commonwealth. Amtrak shall submit the reports until the Authority notifies Amtrak in writing that such submission is no longer required. Amtrak will provide data by train number when available.

Some of these reports may include transcriptions of comments made by passengers about experiences they had while using the Operations. The Authority acknowledges that these comments may contain allegations that represent one party's version of these experiences, that they may contain sensitive and personal information about Amtrak passengers and employees, and that there may be additional information relevant to these experiences and related events that passengers were not aware of or did not include when they reported their allegations. Some of the transcriptions of comments made by passengers may include information that could be used to identify that passenger.

As a condition of receiving transcriptions of comments made by passengers, the Authority acknowledges that Amtrak has a disciplinary process to investigate and respond to passenger allegations about the behavior of Amtrak employees, and that process is the appropriate venue to investigate passenger allegations and determine whether any disciplinary response is appropriate. The Authority also agrees to keep these allegations confidential and treat them as they treat their own confidential personnel records. The Authority also agrees not to make any attempts to identify or contact the passengers or the employees involved in the alleged experiences described by passengers in the reports provided by Amtrak. The Authority also agrees to keep any Amtrak passenger or personnel information confidential and shall not release or disclose it for any reason. If the Authority fails to protect this information, Amtrak will discontinue providing reports containing this information.

The Authority has agreed to contribute certain types of data about the Operations in reports that provide comparative data for multiple routes to be shared with other states.

Amtrak may provide access to some of these reports via an Amtrak-provided electronic data retrieval system. If the Authority decides to use these electronic data retrieval capabilities, the Authority agrees to abide by Amtrak's policies, terms and conditions for information technology security and usage while accessing Amtrak's system, and to access only the information it is authorized to access. If Amtrak determines that the Authority is violating Amtrak's information technology security and usage policies while using the Amtrak system, or otherwise using the Amtrak systems in a way that is abusive, unethical, or inappropriate, it reserves the right to discontinue Authority's access to such information.

(d) Upon request, Amtrak shall provide such other data relating to the Operations as may be reasonably available. Amtrak shall make available to the Authority a copy of its Annual Report with audited financial statements.

Section 3. Marketing and Advertising

(a) The Parties shall work cooperatively to promote the Operations and shall take actions necessary to provide the Operations on a regular, efficient, and economical basis. The Authority and Amtrak will jointly develop and implement, at the Authority's sole expense, a regional marketing and advertising plan not to exceed the Authority's total financial obligation as set forth in the Route Advertising line of Appendix III (*Operations Pricing and Equipment Capital Costs*), which is attached and made a part of this Agreement. Amtrak may incorporate the Operations in the general advertising and promotional programs related to its national system as it deems appropriate. Amtrak agrees to allow VRE to include schedules for the Operations in VRE public schedules and to promote such Operations. The Parties shall meet, via telephone or in person, not less than four times each year, to discuss planned national and regional marketing and advertising efforts and expenditures made by Amtrak for the purpose of promoting travel on the trains run as part of the Operations. At such time, Amtrak will provide the Authority with quarterly marketing reports, which shall contain a description of specific national marketing and advertising expenditures for the most recently completed quarter and planned for the next quarter.

(b) Subject to the conditions and requirements herein, each Party grants the other a limited, non-exclusive license to use its name, trade names, trademarks and service marks collectively referred to as "**Marks**" identified in Appendix V (*Amtrak Marks*), for the purpose of implementing the regional marketing and advertising plan. Except as expressly provided herein, no right, property, license, permission, or interest of any kind in or to the use of any Mark owned or used by a Party is or is intended to be given or transferred to or acquired by the other Party by the execution, performance, or nonperformance of this Agreement or any part thereof. Each Party agrees to comply with all of the other Party's instructions and quality control standards regarding the use or display of the other Party's Marks. Each Party that uses or displays the other Party's Marks shall reasonably permit the owner and/or licensor of such Marks to monitor whether the licensed use by the licensee is meeting the quality control standards of the owner/licensor through reasonable inspection. Neither Party shall use any Marks of the other in any manner that would diminish its value or harm the reputation of the other Party and the control over the use of a Party's Marks shall remain with the Party that owns the Marks.

(c) Each Party acknowledges that the other Party's Marks and copyrights are considered to be valuable and that the other Party (or its licensees) claims to own all worldwide right, title, and interest therein and thereto. Each Party agrees that it shall in no way contest or deny the validity of, or the right or title of, the other Party's Marks by reason of this Agreement. Each Party further agrees not to register anywhere in the world any new domain name, name, mark, symbol, logo, copyright, company, product name, service name, or description that could be confused with or is similar to or which dilutes the other Party's Marks unless the other Party agrees in writing in advance.

(d) Each Party shall have the right to review and approve, prior to publication or display, the portion of any and all content, artwork, copy, advertising, promotional materials, direct mail, inserts, press releases, newsletters, web pages, or other communications or other publicity published or distributed by the other Party (or at its direction and authorization) that specifically references this Agreement, the reviewing/approving Party's name, the Operations, or that uses any of the reviewing/approving Party's Marks. Such review and approval by the other Party shall be timely and shall not be unreasonably withheld. All advertising and promotional materials proposed to be utilized by a Party to promote the Operations shall contain disclaimers, limitations of liability,

notices, proprietary notices (e.g., trademark and copyright notices), and such other notices as are reasonably required by the other Party.

(e) If at any time the Authority should elect to have its own website promoting the Operations, it shall ensure that the content is accurate, timely, and consistent with information contained on Amtrak's website.

Section 4. Costs, Payments, Reconciliation, Credits, and Virginia Revenue

(a) Costs.

- i. ***Operating-Cost Obligations.*** The Authority will be responsible for its Operating-Cost Obligations arising from the Operations, calculated in accordance with the Agreed 209 Methodology, for the avoidance of doubt, inclusive of Operating-Cost Obligations arising from the Increment Legs of NEC Base-Increment Trains that are part of the Operations. During any federal fiscal year ("FFY") in which the Authority has elected to pay to Amtrak the prevailing rate per passenger mile (the "**Passenger Mile Charge**") traveled by through riders on the relevant Base Leg for any NEC Base Incremental Trains, the Authority will pay in full to Amtrak such Passenger Mile Charge without netting against the revenue allocable to the Base Leg or Incremental Leg (such revenue collectively, the "**NEC Through Revenue**").
- ii. ***Capital-Cost Obligations.*** The Authority will be responsible for its Capital-Cost Obligations arising from the Operations, calculated in accordance with the Agreed 209 Methodology. However, the Parties acknowledge and agree that any funding provided by Amtrak to the Authority to support capital projects under the agreement between the Parties titled *Passenger Rail Improvement Funding and Partnership Agreement* and dated March 26, 2021, shall not be charged to any state supported route within the Operations.
- iii. ***Federal Fiscal Year Basis for Costs.*** Operating-Cost Obligations and Capital-Cost Obligations shall be calculated and applied on a FFY basis, consistent with VPRA's annual elections set forth in Appendix VII (*Virginia State-Supported Annual Elections*).

(c) Payments.

- i. ***Prepayments.*** Each month during this Agreement, Amtrak will submit to the Authority a written invoice, and the Authority will make monthly prepayments (each a "**Prepayment**") to Amtrak with respect to both estimated Operating-Cost Obligations and estimated Capital-Cost Obligations as provided in Appendix IV (*Estimated Payment Totals and Schedule*). Invoices will cover a single month and will reflect any credit adjustments from prior months. Amtrak will submit only one invoice at a time to the Authority, and the corresponding Prepayment will be due from the Authority to Amtrak on the later between (a) 30 calendar days after receipt of the invoice, and (ii) the first business day of the month covered by the invoice. No later than June 1 each year, Amtrak will provide the Authority with the

estimated Operating-Cost Obligations and estimated Capital-Cost Obligations with respect to the Operations, and proposed Prepayment amounts for the following grant year. The Parties agree to collaborate in the development of a forecast for the Authority to use for budgeting purposes by May 15 of each year.

- ii. ***Reconciliation – Operating-Cost Obligations.*** For any given FFY, all Operating-Cost Obligations will be reconciled in accordance with the Agreed 209 Methodology. Within 45 calendar days after the end of each calendar month, Amtrak shall provide to the Authority a reconciliation report noting the difference between the (i) Prepayment for that calendar month covering Operating-Cost Obligations and (ii) actual amount of Operating-Cost Obligations for which the Authority is actually financially responsible to Amtrak under this Agreement for the same month. If there is an underpayment, the Authority will pay the amount of such underpayment concurrently with (and in addition to) its next-due monthly Prepayment for Operating-Cost Obligations. If there is an overpayment by the Authority, a credit in the amount of the overpayment will be applied by Amtrak to the next due invoice to the Authority for Operating-Cost Obligations under this Agreement. If this Agreement is terminated without a replacement agreement and there is either an outstanding underpayment or overpayment relating to Prepayments for Operating-Cost Obligations, then the applicable Party shall pay such amount to the other Party within 30 calendar days after Amtrak's final reconciliation that demonstrates the amount of such underpayment or overpayment.
- iii. ***Reconciliation – Capital-Cost Obligations.*** For any given FFY, on a quarterly basis, Amtrak shall provide the Authority with an accounting of the actual Capital-Cost Obligations payable by the Authority. This quarterly report will reflect Amtrak fiscal year-to-date information and is meant to give the Authority a snapshot of how the fiscal year-to-date Prepayments attributable to Capital-Cost Obligations shown in Appendix IV (*Estimated Payment Totals and Schedule*) compare to the fiscal year-to-date actual Capital-Cost Obligations for which the Authority is financially responsible under this Agreement. Included with the quarterly report will be a bill for additional charges (if any are owed); the Authority may pay this bill or wait for the final reconciliation to be completed at the end of the FFY. Any credits reflected in a quarterly report will be carried forward until the final annual reconciliation is provided to the Authority following the conclusion of the external audit of Amtrak for the FFY. Amtrak's final annual Capital-Cost Obligations reconciliation shall be used as the basis for the settlement of any payment due to Amtrak, or amount refundable to the Authority, as the result of any difference between the (i) actual Capital-Cost Obligations for which the Authority is responsible under this Agreement for the applicable FFY, and (ii) total corresponding Prepayments for Capital-Cost Obligations made by the Authority under this Agreement for the same period. Amtrak shall deliver to the Authority on or before January 31 each year Amtrak's final annual Capital-Cost Obligations reconciliation for the prior FFY. Within 30 calendar days after Amtrak's delivery to the Authority of its final annual Capital-Cost Obligations reconciliation, (a) if such reconciliation demonstrates overpayment by the Authority, then Amtrak shall apply a credit in the amount of such overpayment to the next due invoice, or (if so directed by the Authority) make a payment in the amount of such overpayment directly to the Authority; and (b) if

such reconciliation demonstrates underpayment by the Authority, then the Authority shall pay to Amtrak the amount of such underpayment.

- iv. ***Additional Information; Repayment.*** The Authority shall have the right to request an accounting or more detailed statement with respect to any invoice or reconciliation report delivered by Amtrak. Upon such a request, Amtrak shall provide the reasonably requested information within 30 calendar days. Any items reimbursed to Amtrak by the Authority and found by both Parties not to be in accordance with this Agreement or any applicable federal, state, or local law will be repaid to the Authority by Amtrak within 60 calendar days upon submission of the items so disapproved. No payment that has been made by the Authority shall constitute or be construed as a waiver of any claim it may have against Amtrak.
- v. ***Disputed Invoices; Withheld Payments.*** If the Authority disputes a charge detailed in an invoice, and Amtrak cannot provide a reasonable explanation of said charge, the Authority shall have the right, at its sole discretion, to withhold the amount in dispute as specified herein, but shall pay the remainder of the invoice. The Authority shall advise Amtrak, in writing, of the amount of disputed charges to be withheld, detailed reasons for the withholding, and the actions that the Authority considers necessary to resolve the disputed invoice amount. Once resolution of the disputed charge is achieved between the Authority and Amtrak, the notice to withhold will either be withdrawn or modified, and any portion of the invoice that is no longer disputed will be remitted promptly, not more than 30 calendar days after resolution of the dispute. Should resolution of a disputed charge not be achieved, the Authority shall pay the charge under protest after 90 calendar days of withholding. Such payment shall not be considered as resolution of the dispute and the dispute resolution process outlined in Section 10 of this Agreement shall apply. Should the resolution of the dispute result in a refund to the Authority, said refund shall be applied as a credit to the next Prepayment, and shall be expressly accounted for therein. Should resolution of the dispute result in a payment due to Amtrak, said payment will be made to Amtrak with the next Prepayment and shall be expressly accounted for therein, *provided that*, nothing herein shall require the Authority to pay Amtrak twice for the same charge.

(d) Annual Elections. Where the Agreed 209 Methodology permits the Authority to make elections with respect to invoicing method, treatment of NEC Through Revenue, periodicity of Capital-Cost Obligation reconciliation, or other aspects of this Agreement, the Authority shall note such elections annually within Appendix VII (*Virginia State-Supported Annual Elections*) under the process anticipated by Section 21(b).

(e) Virginia Revenue; Duty to Transfer; Prepayment Breach and Cure Period. The Operations generate certain income in the form of: (i) Passenger-Related Revenue, (ii) Food-and-Beverage Revenue, and (iii) Other Revenue each as further defined in the Agreed 209 Methodology, together with (iv) the VRE Revenue pursuant to Section 1(h) above, (v) NEC Through Revenue (without netting against the Passenger Mile Charges, if applicable), and (vi) any other revenues allocable to the Authority under the Agreed 209 Methodology ((i) through (vi) collectively, the “**Virginia Revenue**”). “Virginia Revenue” will not include revenue generated by ticket sales that were later refunded to a customer. Each month during this Agreement, Amtrak shall transfer to the Authority

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the gross amount of Virginia Revenue in accordance with the timing provided in Section 4(f) below. However, if the Authority has failed to pay to Amtrak the full amount of any Prepayment as of the time any such transfer of Virginia Revenue is required pursuant to Section 4(f), then (i) Amtrak may deliver written notice of such breach and the Authority shall have 15 calendar days to cure such breach, and (ii) Amtrak's obligation to transfer to the Authority the Virginia Revenue for such month shall be tolled until such time that the Authority cures such breach, and (iii) if the Authority fails to cure such breach during such 15-day cure period, Amtrak shall have the right to offset any payments due to the Authority pursuant to this Section 4(e) by the amount of the past due Prepayment then owed by the Authority. Without limiting the foregoing, if the Authority commits three or more uncured breaches of its payment obligations in respect of Prepayments during a single FFY, then Amtrak may immediately terminate this Section 4(e) upon written notice to the Authority, and shall thereafter apply the Virginia Revenue to any amounts owed by the Authority under this Agreement, treating any surplus as an Operating Surplus under the Agreed 209 Methodology.

(f) Timing of Transfer of Virginia Revenue. Within 30 calendar days after the end of each calendar month (each a "**Covered Month**"), Amtrak shall notify the Authority of the gross amount of Virginia Revenue for such Covered Month (each a "**Gross Revenue Amount Notice**"). Subsequent to receipt of the Gross Revenue Amount Notice, the Authority will submit to Amtrak an invoice in Amtrak's procure to pay system, Ariba on Demand (or in any other system identified by Amtrak at the time), for the gross amount of Virginia Revenue for the applicable Covered Month. Within 30 calendar days of receipt of the invoice from the Authority, Amtrak shall transfer to the Authority the gross amount of Virginia Revenue for such Covered Month.

(g) Quarterly Conferences. The Parties agree to confer on a quarterly basis during the term of this Agreement to review contract related revenue and expenses. If, based on this review, it appears that estimated Operating-Cost Obligations and/or estimated Capital-Cost Obligations for the remainder of the term of this Agreement will exceed available funding, the Authority agrees to:

1. obtain supplemental funding subject to appropriation by the General Assembly and allocation by the Virginia Passenger Rail Authority Board of Directors or the CTB, as applicable, as noted in Section 17;
2. assist Amtrak to implement Operations modifications necessary to reduce projected contract payments to match the level of anticipated funding; and/or
3. undertake termination of this Agreement pursuant to the termination provisions of Section 6.

Amtrak shall not be required to provide Operations for which the projected cost to the Authority, as determined in this Agreement, exceeds the available funding.

(h) Updates. Amtrak may make updates to financial systems, such as SAP and the APT system which is the basis of many cost allocations within the Agreed 209 Methodology or may make updates to Operating-Cost Obligations or Capital-Cost Obligations forecasts. In the event any such updates, which must be consistent with the requirements of the Agreed 209 Methodology, are determined by Amtrak to warrant the revision of any such costs in a manner that would result in an adjustment of the amounts paid by or to be paid by the Authority under the terms of this

Agreement, Amtrak will notify the Authority of such adjustment and, if the Parties agree, they shall amend this Agreement accordingly.

(i) Miscellaneous.

- a. Notwithstanding anything to the contrary herein, nothing herein obligates Amtrak to take any action or accept any limitation or restriction with respect to the Virginia Revenue or this Agreement, except as expressly provided herein. Further, the Parties mutually agree that (A) the Authority's use or encumbrance of the Virginia Revenue following the Authority's receipt thereof shall be allowed and determined exclusively by the Authority and any risk of loss or liability relating thereto shall at all times remain with the Authority without any obligation of Amtrak to take any action or refrain from taking any action in respect thereof unless expressly provided in this Agreement and, for the avoidance of doubt, Amtrak shall have no liability whatsoever in association with the Authority's use or encumbrance of the Virginia Revenue; (B) except as expressly provided herein Amtrak makes no representations or warranties of any kind whatsoever, express or implied, to the Authority regarding the Virginia Revenue or the suitability of the Virginia Revenue for any particular purpose; and (C) this Agreement is intended for the benefit of the Parties hereto and their respective permitted successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other person. In the event any third party attempts to exercise any rights under or impose any obligations with respect to this Agreement or the Virginia Revenue, Amtrak may immediately terminate Section 4(e) of this Agreement upon written notice to the Authority and shall thereafter apply the Virginia Revenue to any amounts owed by the Authority under this Agreement, treating any surplus as an Operating Surplus under the Agreed 209 Methodology. Amtrak and the Authority expressly agree that the Parties do not intend to and that this Agreement does not in any way create a lien, encumbrance, or other security interest in or on any amounts paid by and/or owed to the Authority, and that in no event is Amtrak guaranteeing any revenue or other income to the Authority.
- b. Notwithstanding anything to the contrary herein, Amtrak may terminate its duty to transfer the gross amounts of the Virginia Revenue described in Section 4(e) by providing written notice to the Authority in the event the Authority has not secured financing based on the Virginia Revenue by December 31, 2034. Thereafter Amtrak shall apply the Virginia Revenue to any amounts owed by the Authority under this Agreement, treating any surplus as an Operating Surplus under the Agreed 209 Methodology.
- c. Notwithstanding anything to the contrary herein, nothing herein is intended to constitute cross-subsidization between Amtrak and the Authority and, in the event any cross-subsidization occurs, Amtrak may immediately terminate Section 4(e) of this Agreement upon written notice to the Authority and shall thereafter apply the Virginia Revenue to any amounts owed by the Authority under this Agreement, treating any surplus as an Operating Surplus under the Agreed 209 Methodology. In addition, nothing herein is intended to transfer revenues from the Northeast Corridor Main Line to Amtrak's national network, or vice versa, *provided however*,

that revenue associated with a Base-Increment Train will be allocated to the Authority in accordance with the Agreed 209 Methodology and transferred to the Authority in accordance with Section 4(e) above.

Section 5. Decisions Affecting Operations

(a) The Operations will be provided consistent with this Agreement and shall not be modified without the consent of the Authority.

(b) The Parties hereby recognize both Parties' statutory obligations to act prudently in the management of rail passenger services including any expansion of rail passenger services. Amtrak will consider the Authority's significant financial contribution to the provision of said Operations and the budgetary limitations of the Authority in its decisions that could affect the Operations. Except as otherwise provided in this Agreement, Amtrak shall give to the Authority not less than 60 calendar days prior written notice of the proposed date of implementation of any decision that is likely to have a significant affect upon the scheduling, marketing (including fares and ticketing), food service, staffing or operations of the Operations provided pursuant to this Agreement. Such notice shall contain information in sufficient detail to adequately explain facts and circumstances of any such decision. The Authority shall respond in writing within 30 calendar days to any such written notice from Amtrak indicating whether the Authority concurs with any such decision, or, in the alternative, giving reasons in sufficient detail why it does not concur. In the latter event, the Parties shall promptly negotiate in good faith to reach mutual accord on any such decision pursuant to the following procedure:

1. If any such decision relates only to the Operations provided pursuant to this Agreement, and if it can be implemented without affecting Amtrak's other operations, Amtrak shall obtain the Authority's concurrence thereon prior to implementation of that decision. The Authority shall not unreasonably withhold, condition, or delay its concurrence. If the Parties cannot reach an agreement, the dispute resolution provisions of Section 10 will apply.
2. If, in the judgment of Amtrak as expressed in its notice, any such decision will also affect Amtrak's other operations, and the Parties cannot reach mutual agreement and concurrence within the period of the said notice, then Amtrak may implement such decision upon the expiration of the notice period.
3. If, under Subsection (1) or (2) of this Section 5(b), the Authority fails to respond in writing to such notice from Amtrak within 30 calendar days of the Authority's receipt of such notice, the Authority shall be deemed to have concurred in the decision described in that notice.
4. Notwithstanding the notice procedures contained in this Section 5(b), if access over rail lines on any route described in Appendix I (*Routes and Schedules*) shall be unavailable by reason of obstruction or otherwise, Amtrak may suspend or reroute any part of the Operations for so long as such access is unavailable. In that event, Amtrak shall promptly notify the Authority of any such suspension or rerouting of Operations and the Parties shall cooperate to restore the Operations as soon as is

practicable. The provisions of Section 22 shall apply to any suspension of Operations.

5. If mutually agreed, and at the Authority's expense, Amtrak shall implement available alternate transportation for passengers of the Operations under this Agreement which are subject to cancellations due to planned host railroad construction, obstruction, or otherwise, or due to other planned events which result in foreseeable cancellations of any Operations. Passengers will be notified via the Amtrak process utilizing contact information provided at the time a reservation was made or a ticket was purchased. Rebooking options shall be offered to those passengers who already purchased a ticket.

(c) The Authority shall have the right, at its expense, to enhance or modify Operations, by initiating proposals with regard to scheduling, marketing (including fares and ticketing but excluding Amtrak's general tariff policies), food service, or operations relative to the Operations by giving Amtrak written notice of its proposal, provided that the implementation of such proposal remains consistent with the pricing of other Amtrak trains operating within the same route segments, and consistent with the requirements of the Agreed 209 Methodology. Such notice shall contain information in sufficient detail to adequately explain the facts and circumstances of such proposal. Amtrak shall respond in writing within 30 calendar days to any such written notice from the Authority indicating whether Amtrak concurs with any such proposal or, in the alternative, giving reasons in sufficient detail why it does not concur. In the latter event, the Parties shall promptly negotiate in good faith to reach mutual accord on any such proposal within 15 calendar days of Amtrak's response to the Authority's notice, and Amtrak shall not unreasonably withhold, delay, or condition its concurrence with the Authority's proposal. If Amtrak fails to respond in writing to such notice within 30 calendar days of confirmed receipt of that notice, then Amtrak shall be deemed to have concurred with the Authority's proposal and that proposal shall be implemented by the Parties.

(d) Any change to the Operations made pursuant to Sections 5(b) or 5(c) shall, if appropriate, result in an adjustment of the amounts paid by the Authority. However, in no case shall the Authority be liable for payment of amounts in excess of funds appropriated by the General Assembly and allocated by the Virginia Passenger Rail Authority Board of Directors, or in some cases the CTB, for this purpose. If there are insufficient funds appropriated and allocated for this purpose, the Authority agrees to use its best efforts to find funds to meet the adjusted amount from other state funding sources. Changes must be specified in writing as directed in Section 12 of this Agreement.

Section 6. Termination

(a) In the event that the Authority is unable to secure funding because funds are either not appropriated or not allocated, the Authority may terminate this Agreement upon 90 calendar days' written notice to Amtrak.

(b) In the event of material breach of this Agreement other than as set forth in Section 6(c), this Agreement may be terminated by the non-breaching Party upon 90 calendar days' notice to the breaching Party. Such termination will be effective at the option of the terminating Party

after such 90-day period has expired unless the Party in breach has cured the breach during the 90-day period. Notice shall be made as provided in Section 11.

(c) Except as specified in Section 4(c)(v), in the event the Authority fails to remit full payment when due, Amtrak may discontinue any portion or portions of the Operations on 30 calendar days' prior notice in writing to the Authority of such intended discontinuance; provided, however, that such discontinuance shall not constitute or be construed as a waiver by Amtrak of any such payment; provided further, that any such discontinuance shall be without prejudice to the continued operation of any remaining portion or portions of the Operations.

(d) The Authority may terminate this Agreement for its convenience upon 180 calendar days' notice to Amtrak.

(e) Termination of this Agreement in accordance with this Section 6 shall be without prejudice to the Authority's obligation to reimburse Amtrak hereunder for the Operations provided until and including the date of termination and for any associated capital or other costs incurred by Amtrak as a result of such termination, including but not limited to labor protection costs.

(f) Delays, including in payment, caused by Force Majeure events as defined in Section 9 shall not be deemed a breach or default under this Agreement.

(g) In the event that either Party terminates this Agreement in accordance with Section 6, any remaining unused balance of any Prepayment supplied by the Authority to cover Operating-Cost Obligations or Capital-Cost Obligations, shall be paid by Amtrak to the Authority within 60 calendar days of termination.

(h) All reimbursement of the Authority for excess Prepayments provided by the Authority under this section of the Agreement shall also require the payment of interest using the prevailing statutory legal rate of interest established by the Virginia General Assembly in § 6.2-301 of the *Code of Virginia*, as amended, calculated from the date payment is due to the Authority to date of repayment by Amtrak.

Section 7. Indemnity and Defense of Claims

Amtrak shall defend, indemnify, and hold harmless the Authority and the Commonwealth of Virginia from any and all claims, actions, proceedings, damages, liabilities, and judgments, including reasonable attorneys' fees and expenses, for injury to or death of any person or for damage to or loss of any property arising from the Operations. If any claim, action, or proceeding shall at any time be brought against the Authority or the Commonwealth of Virginia asserting a liability for such injury, death, damage or loss, the Authority shall promptly give notice thereof and tender such claim to Amtrak. The Parties agree that Amtrak shall control the defense of any such claim, action or proceeding. The Authority and Commonwealth shall fully cooperate with Amtrak, and shall thereafter provide all such information and assistance as Amtrak may from time to time request.

Section 8. Inspection and Audit

The Authority or its contractor may, at any time and upon 10 calendar days' written notice, and execution of a Temporary Permit to Enter, inspect Amtrak's facilities and equipment used in providing the Operations; provided, however, that such inspection shall comply with all applicable safety rules and regulations and shall not hinder or delay the Operations. Upon notice, of no less than 30 calendar days, Amtrak shall permit auditors or any other duly authorized agents of the Authority to inspect, no more than four times annually, all books, records and accounts relating to the Operations, including supporting documentation provided to Amtrak by host railroads to the extent not subject to confidentiality or otherwise subject to prior host railroad approval. Any such inspection shall be conducted during normal business hours at the location where such records are normally maintained. The Parties agree that the requirement for Authority funding shall be adjusted accordingly, if necessary, based on the results of said audit. All such books, records, accounts, and documents shall be maintained by Amtrak and be accessible to the Authority for three years following expiration or termination of this Agreement. If Amtrak disagrees with the audit findings, the dispute resolution procedures of Section 10 will apply. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documents shall be retained until all litigation, claim or audit finding has been resolved even though such litigation, claim, or audit continues past such three-year retention.

Section 9. Force Majeure

The obligations of the Parties, including payment, shall be subject to Force Majeure as defined in this section. Neither Party shall be liable for any failure to perform, or for any delay or cancellation in connection with the performance of any obligation hereunder, if such failure, delay or cancellation is due or in any manner caused by the laws, regulations, acts, demands, orders or interpositions of any federal, state or local government agency having jurisdiction thereof, or Force Majeure events, which are defined as fire, flood, war, rebellion, riots, strikes, acts of God, quarantines, epidemics or pandemics, which may affect or prevent either Party from timely or properly performing its obligations under this Agreement.

Amtrak may make changes in the Operations that are necessary to handle a Force Majeure event and shall promptly notify the Authority of any such changes. Other operating changes, in accordance with the schedules and criteria set forth in Appendix I (*Routes and Schedules*) hereto, are addressed in Section 5(b) and (c).

Section 10. Dispute Resolution Provisions

In the event of a claim, dispute or controversy, the Parties shall make every effort to resolve by negotiation any claim, dispute, or controversy relating to the interpretation, application, or implementation of this Agreement and/or the Operations. The Authority's Designated Representative for purposes of Dispute Resolution is, the Chief Financial Officer of the Authority. Amtrak's Designated Representative for purposes of Dispute Resolution is the Vice President of Network Development. The Designated Representatives may be changed at any time by either Party by giving notice to the other Party in accordance with Section 11. In the event that either Party believes there is a dispute, it will provide the other Party's Designated Representative with written notice within 30 calendar days of identifying such dispute; provided, however, that if the Parties are engaged in ongoing discussions of an issue which one or both of the Parties subsequently determine cannot be resolved by the discussion, the 30 day notice requirement shall be deemed to begin at the date that either Party notifies the other Party in writing that it does not

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believe that continued discussions will result in resolution of the issue. If the Designated Representatives cannot resolve the matter within 15 calendar days of receipt of written notification, the Executive Director of the Authority and the Chief Executive Officer of Amtrak will meet within 60 calendar days to attempt to resolve any dispute. If this attempt fails, the Parties agree to confidential non-binding mediation, subject to Virginia law, to be conducted in Richmond, Virginia. The Parties agree to share the costs of the mediation equally. In the event mediation does not resolve the dispute, either Party may pursue legal action. The forum for legal actions shall be federal court for the Eastern District of Virginia.

Section 11. Notices

All notices or communications with respect to this Agreement or related to the Operations shall be in writing and shall be deemed delivered upon delivery by hand, upon the next business day if sent prepaid overnight delivery service, or on the third business day following mailing by U.S. Mail, certified, postage prepaid, return receipt requested, to the addresses set forth below that clearly is marked "NOTICE" in both the text and the subject line. The representatives and/or addresses set forth herein may be changed at any time by either Party hereto by notice in writing to the other.

For Amtrak:	Sr. Manager State Supported Service Line National Railroad Passenger Corporation 510 W. Martin Street, Suite 130 Raleigh, NC 27603 General Counsel National Railroad Passenger Corporation 1 Massachusetts Ave., NW Washington, DC 20001 Assistant Controller – Revenue & Receivables Amtrak National Railroad Passenger Corporation 2955 Market Street, 4 th Floor, NW (4N-181), Box #61 Philadelphia, PA 19104
For the Authority:	Chief Financial Officer Virginia Passenger Rail Authority 919 East Main Street, Suite 2400 Richmond, VA 23219 Chief Operating Officer Virginia Passenger Rail Authority 919 East Main Street, Suite 2400 Richmond, VA 23219 General Counsel Virginia Passenger Rail Authority 919 East Main Street, Suite 2400

Richmond, VA 23219

For Performance Reports, Ridership, and Revenue Reports, including Invoices, the following Parties shall be included on the distribution list:

For the Authority: Director of Financial Planning and Analysis
Virginia Passenger Rail Authority
919 East Main Street, Suite 2400
Richmond, VA 23219

Passenger Operations and Contracts Manager
Virginia Passenger Rail Authority
919 East Main Street, Suite 2400
Richmond, VA 23219

Section 12. Agreement Content

This Agreement constitutes the entire agreement between the Parties with respect to the Operations, *provided however*, that nothing in this Agreement shall be construed to negate any provision of the *Customer Services Standards Agreement* dated November 6, 2024, as may be amended and/or restated from time to time, under which separate agreement the Parties have mutually agreed to certain measured standards that apply to the Operations. All changes or modifications in or to this Agreement shall be in writing, dated and executed by duly authorized representatives of the Parties.

Section 13. Section Headings; Governing Law

The section headings used in this Agreement are for convenience only and shall not affect the construction of any of the terms herein. This Agreement shall be governed by the laws of the Commonwealth of Virginia, except as may otherwise be required by federal law.

Section 14. Severability

If any part of this Agreement is determined to be invalid, illegal or unenforceable, such determination shall not affect the validity, legality or enforceability of any other part and the remaining parts shall be enforced as if such invalid, illegal or unenforceable part was not contained herein.

Section 15. Confidentiality

The Authority desires that Amtrak disclose to the Authority certain proprietary and confidential commercial and financial information of Amtrak pursuant to this Agreement and the Operations provided pursuant to it. In keeping with the Virginia Freedom of Information Act (“FOIA”), §§ 2.2-3700 *et seq.* of the *Code of Virginia (1950)*, as amended, Amtrak agrees to clearly mark any information that it considers to be proprietary and confidential with the word “proprietary” before providing the document to the Authority. Amtrak understands that the Authority must follow the requirements of FOIA and must produce documents requested pursuant

to FOIA for which there is no applicable exclusion. The Authority agrees to invoke applicable exclusions in FOIA for properly marked documents.

During the normal course of business, the Authority will exercise due care to keep properly marked confidential information in strict confidence, to maintain adequate security measures to protect the information and to immediately notify Amtrak in writing of any known or suspected disclosure, access or use of the confidential information that is not authorized under this Agreement.

This Section 15 shall survive termination or expiration of this Agreement.

Section 16. Non-Discrimination

Both the Authority and Amtrak shall comply with applicable laws and regulations pertaining to hiring and employment.

Section 17. Appropriation and Allocation of Funds

All funding and payment obligations for the Authority in this Agreement are subject to the appropriation by the General Assembly and allocation by the Virginia Passenger Rail Authority Board of Directors, and in some cases the CTB.

Section 18. Compliance with Laws

The Parties will comply with all applicable state, federal and local laws and regulations in the performance of this Agreement. Amtrak certifies that it does not and shall not during the performance of this Agreement knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

Section 19. Successors or Assigns

This Agreement shall be binding on Amtrak's and the Authority's successors or assigns.

Section 20. Compliance with Collective Bargaining Agreements

The Commonwealth of Virginia is a right to work state; however, the Authority acknowledges the existence of collective bargaining agreements between Amtrak and certain labor organizations representing certain of Amtrak's employees and acknowledges that Amtrak will provide the Operations in a manner consistent with its obligations and rights under such agreements as they may exist from time to time.

Section 21. Term of Agreement; Annual Appendix Updates

(a) This Agreement shall be effective as of October 1, 2025 and shall continue in effect, until earlier terminated by either Party pursuant to Section 6.

(b) No later than June 30th each year, the Parties will confer with respect to any modifications that may be needed to any of the Appendices for the upcoming FFY. If any

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modifications are needed, the Parties shall execute an amendment to this Agreement in substantially the form of Appendix VIII (*Form of Annual Appendices Update Amendment*), with any additional changes agreed by the Parties at the time. The Parties will collaborate in good faith to execute any such amendment prior to the start of the applicable FFY.

(c) If the Parties are unable to agree on the contents of an amendment modifying the Appendices prior to the start of the applicable FFY, then the Authority shall continue to make Prepayments to Amtrak on the same basis established for the prior FFY, plus the addition of four percent (4%) escalation applied to the Authority's expected Operating-Cost Obligations. Once the Parties have agreed on an amendment modifying the Appendices for the applicable FFY, Amtrak shall credit any escalated payments made by the Authority for that same FFY period to the Authority's obligations under the modified Appendices as though the modified Appendices were effective as of the first day of the applicable FFY.

Section 22. Remedy for Suspended Operations

Notwithstanding any other provision of this Agreement, if all or a portion of the Operations is suspended for either: (i) 10 or more consecutive calendar days, or (ii) for 10 or more non-consecutive, cumulative calendar days within a single calendar month, then the Authority shall be entitled to a proportional *per diem* reduction in Operating-Cost Obligations (less the cost of any alternate transportation provided by Amtrak pursuant to Section 2(a) as a result of the suspension) for each day of the suspension, inclusive of the initial 10 suspended calendar days giving rise to such remedy. Any credit provided under this section is to be calculated at the end of each month and shall appear as a credit on the following month's invoice.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives in multiple original counterparts as of the date first above written.

[SIGNATURE PAGE FOLLOWS]

NATIONAL RAILROAD PASSENGER CORPORATION

By: _____
Roger Harris, President

Date: _____

Witness: _____

VIRGINIA PASSENGER RAIL AUTHORITY

By: _____
DJ Stadtler, Executive Director

Date: _____

Witness: _____

SCHEDULE OF APPENDICES

APPX. NO.	TITLE
I	<i>Route and Schedules</i>
II	<i>Station Hours, Train Consists and Staffing Levels</i>
III	<i>Operations Pricing and Equipment Capital Costs</i>
IV	<i>Estimated Payment Totals and Schedule</i>
V	<i>Amtrak Marks</i>
VI	<i>Agreed 209 Methodology</i>
VII	<i>Virginia State-Supported Annual Elections</i>
VIII	<i>Form of Annual Appendices Update Amendment</i>

[FY26 APPENDICES I – V UNDER DEVELOPMENT]

APPENDIX VI
AGREED 209 METHODOLOGY
[TO BE ATTACHED]

APPENDIX VII

VIRGINIA STATE-SUPPORTED ANNUAL ELECTIONS

FEDERAL FISCAL YEAR 2026 OCTOBER 1, 2025 – SEPTEMBER 30, 2026	
Operating-Cost Obligations Invoicing Method	Standard
Base Leg Through-Revenue Method	Method 2 (Through-Revenue Plus Passenger Mile Charge)
Capital-Cost Obligations Reconciliation Method	End of year reconciliation (based on actuals)

APPENDIX VIII

FORM OF ANNUAL APPENDICES UPDATE AMENDMENT

The Parties have executed the *Grant Agreement for the Provision of Rail Passenger Operations* dated [●], 2025 (the “**Base 209 Agreement**”) and now desire to update the Appendices to the Base 209 Agreement for the federal fiscal year [●]. Accordingly, the Appendices to the Base 209 Agreement are updated as follows:

APPX. NO.	TITLE	CHANGE
I	<i>Route and Schedules</i>	[None / Deleted and replaced with revised Appendix I attached to this amendment and dated [●], which shall fully supersede and replace any prior Appendix I]
II	<i>Station Hours, Train Consists and Staffing Levels</i>	[None / Deleted and replaced with revised Appendix II attached to this amendment and dated [●], which shall fully supersede and replace any prior Appendix II]
III	<i>Operations Pricing and Equipment Capital Costs</i>	[None / Deleted and replaced with revised Appendix III attached to this amendment and dated [●], which shall fully supersede and replace any prior Appendix III]
IV	<i>Estimated Payment Totals and Schedule</i>	[None / Deleted and replaced with revised Appendix IV attached to this amendment and dated [●], which shall fully supersede and replace any prior Appendix IV]
V	<i>Amtrak Marks</i>	[None / Deleted and replaced with revised Appendix V attached to this amendment and dated [●], which shall fully supersede and replace any prior Appendix V]

APPX. NO.	TITLE	CHANGE
VI	<i>Agreed 209 Methodology</i>	[None / Deleted and replaced with revised Appendix VI attached to this amendment and dated [●], which shall fully supersede and replace any prior Appendix VI]
VII	<i>Virginia State-Supported Annual Elections</i>	[None / Deleted and replaced with revised Appendix VII attached to this amendment and dated [●], which shall fully supersede and replace any prior Appendix VII]
VIII	<i>Form of Annual Appendices Update Amendment</i>	[None / Deleted and replaced with revised Appendix VIII attached to this amendment and dated [●], which shall fully supersede and replace any prior Appendix VIII]

All other terms and conditions of the Base 209 Agreement remain in full force and effect.

NATIONAL RAILROAD PASSENGER CORPORATION

By: _____

Title: _____

Witness: _____

VIRGINIA PASSENGER RAIL AUTHORITY

By: _____

Title: _____

Witness: _____