

Amendment No. 1
to
CONTRACT NO. OP136-10
METROLINK OPERATOR SERVICES
Between
Southern California Regional Rail Authority and
National Railroad Passenger Corporation

This Amendment No. 1 to Contract No. OP136-10 between the Southern California Regional Rail Authority (“SCRRA”) and the National Railroad Passenger Corporation (“Amtrak”) (collectively, the “Parties”) is entered into as of this 23rd day of April 2012 with an effective date of July 1, 2011.

WHEREAS, SCRRA and Amtrak are parties to the Contract No. OP136-10, Metrolink Operator Services, dated March 26, 2010 (the “Operator Services Contract”); and

WHEREAS, Amtrak has been providing the operating services described in the Operator Services Contract since June 26, 2010; and

WHEREAS, since that time the Parties have worked diligently and cooperatively to improve safety and efficiency of operations on the Metrolink system, which efforts have led the Parties to agree that certain terms and conditions of the Operator Services Contract should be modified to reflect such improvements and other changes; and

WHEREAS, the Parties have agreed to modify the terms and conditions of the Operator Services Contract, as set forth herein.

NOW THEREFORE, in view of the mutual promises recited herein and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Operator Services Contract thereto as follows:

1. Amend Section C.19.a and C.19.b by adding a new subsection (iv) to each as follows:
“(iv) up to \$275 million each occurrence for each annual period commencing July 1, 2011.”
2. Amend Section C.20.a. by changing the first clause of the second sentence to read: “For the period July 1, 2010 through and including June 30, 2011,” and by inserting the following new sentence at the end of the second sentence: “Effective on July 1, 2011, SCRRA shall maintain at its sole cost for the duration of this Contract railroad operations liability insurance, with SCRRA and Contractor as named insureds, in the amount of \$275 million each occurrence.”
3. Amend Section C.20.a by adding the following at the end of the new sentence added pursuant to paragraph 2, above: “Upon occurrence of an incident or event that, in Amtrak's opinion, causes or is likely to trigger payment of claims from the insurance coverage SCRRA is providing pursuant to this Agreement, Amtrak may require SCRRA to reinstate coverage, and indemnity under Sections C.19.a and C.19.b, up to the maximum amount of insurance that SCRRA would otherwise be required to provide under this Agreement at that time if this Amendment No. 1 did not exist. In support of such requirement, Amtrak shall certify in writing to SCRRA that it has made a good faith determination that such reinstatement of coverage is needed, and shall provide the data (e.g., examples of claims, settlements or judgments either on the Amtrak system, on SCRRA or elsewhere) that support or explain the amount of the required reinstatement.” After adding the foregoing text, the balance of Section C.20.a remains unchanged.
4. Amend Section D.1.d. by deleting the entire text and replacing with the following:

SCRRA shall pay to Contractor annually a non-refundable Contingency Fee in the following amounts to cover costs Contractor may incur during the term of this Contract that cannot be quantified with precision at this time: (i) \$2 Million for the Fiscal Year that began on July 1, 2010, (ii) \$1.8 Million for the Fiscal Year that began on July 1, 2011; (iii) \$1.65 Million for the Fiscal Year commencing on July 1, 2012; and (iv) \$1.5 Million for the Fiscal Year commencing on July 1, 2013. SCRRA shall pay neither the Management Fee described in Section D.1.c, above, nor the G&A additive described in Section D.1.b., above, with respect to any portion of the Contingency Fee. The Contingency Fee amounts will remain fixed. The Parties will not seek to further renegotiate these amounts during the period from now through and including June 30, 2014. If the Agreement is continued for additional three year terms commencing on July 1, 2014, the Contingency Fee will remain at \$1.5 Million per year unless the Parties agree otherwise. In addition, during the period from the effective date of this Agreement, as this Agreement is amended by Amendment No. 1, through and including June 30, 2014,

if SCRRA sustains a loss that exceeds \$5 Million (the maximum self-insured retention that is permitted by Section C.20.a.), then the Contingency Fee for the Fiscal Year following the Fiscal Year in which that event occurs and for each succeeding Fiscal Year remaining in that term shall be a fixed \$2 Million.

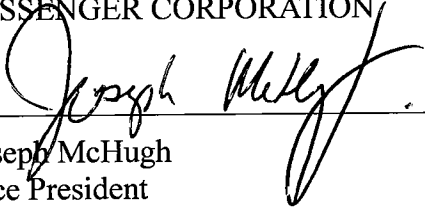
5. Section C.19.f, is amended to by changing the word “non-applicable” to “non-appealable.” Section C.19.f., therefore reads as follows:

f. Notwithstanding any other provision of this Contract, SCRRA shall not indemnify and hold Contractor harmless from damages awarded in a final non-appealable decision by a court under the California Civil Code §3294.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

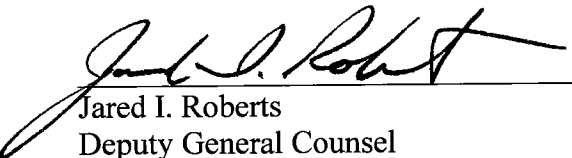
IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed as of the date first shown above, and effective as of the Effective Date.

NATIONAL RAILROAD
PASSENGER CORPORATION




Joseph McHugh
Vice President
Government Affairs &
Corporate Communications

APPROVED AS TO FORM:



Jared I. Roberts
Deputy General Counsel

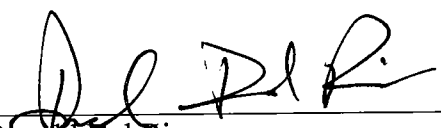
SOUTHERN CALIFORNIA
REGIONAL RAIL AUTHORITY



John E. Fenton
Chief Executive Officer

by WGC

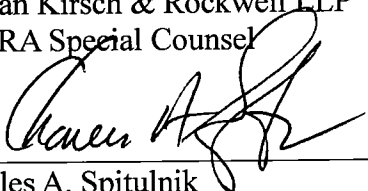
APPROVED AS TO FORM:



Donald Del Rio
General Counsel

APPROVED AS TO FORM:

Kaplan Kirsch & Rockwell LLP
SCRRA Special Counsel

By: 

Charles A. Spitulnik