

**AMENDMENT NO. 3**  
**TO**  
**CONTRACT NO. OP136-10**  
**METROLINK OPERATOR SERVICES**  
**BETWEEN**  
**SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY AND**  
**NATIONAL RAILROAD PASSENGER CORPORATION**

This Amendment No. 3 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 30 day of September 2014, with an effective date of September 1, 2014 (the “Effective Date”).

WHEREAS, SCRRA and Amtrak are parties to the Contract No. OP136-10, Metrolink Operator Services, dated March 26, 2010, as amended by Amendment No. 1 and Amendment No. 2 (the “Operator Services Contract”); and

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

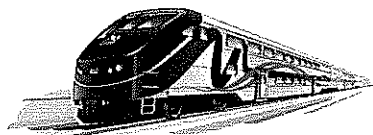
WHEREAS, the Parties intend by this Amendment No. 3 to modify certain terms and conditions as set forth herein.

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 as follows:

1. Section D.2, Annual Budget Process, is deleted in its entirety and replaced with the following:

a. Preparation of Proposed Service Plan

Prior to October 1 of each year during the term of the Contract, SCRRA will prepare and submit to the Contractor a Service Plan(s) for the next Fiscal Year(s), which shall include a detailed description of the Services SCRRA expects the Contractor to provide in the next Fiscal



Year(s), and will form the basis for the Approved Budget(s). SCRRA reserves the right to exclude from the Service Plan(s) any aspect of SCRRA Commuter Railroad Operations when such exclusion is required due to reductions in service levels, frequencies or service offerings from those that were included in the Service Plan(s) in prior years.

b. Preparation of Proposed Budget

(1) No later than October 30 of each year, or thirty (30) days after delivery of a Service Plan(s), whichever is later, the Contractor shall prepare and submit to SCRRA a proposed budget(s), in a format to be determined by SCRRA, for provision of the Services described in the Service Plan(s) for the next Fiscal Year(s). The proposed budget shall reflect actual operations and levels of Services being provided during the then current Fiscal Year, except as modified by the Service Plan(s) for the coming Fiscal Year(s). The proposed budget shall:

- (a) Be consistent with the Service Plan(s);
- (b) Be based upon the actual or projected labor rates for the applicable Fiscal Year(s);
- (c) Be based upon actual or projected annual salaries for exempt employees;
- (d) Include projected employee benefit and injury costs;
- (e) List all positions, both exempt and covered whose time will be chargeable directly during the coming Fiscal Year(s);
- (f) Specify Direct Costs, G&A and Management Fee projected for the next Fiscal Year(s); and
- (g) Provide an estimate of expected retroactive wage increases pursuant to Section D. 9., below; and
- (h) Specify the assumptions used in developing the proposed budget.

(2) The proposed budget shall not include the Direct Costs the Contractor may incur in clearing wrecks, operating special trains, assisting Third Parties who are permitted access to the Service Property, or any extra work determined by SCRRA to be outside scheduled operations.

c. Additional Information to Accompany Proposed Budget

At the same time that it prepares and submits the proposed budget, the Contractor shall submit to SCRRA a detailed backup itemizing each Controllable Item contained in the proposed budget.

d. SCRRA Review of Proposed Budget

By no later than November 30, or thirty (30) days after the Contractor submits its budget(s) for each year, whichever is later, SCRRA will present to the Contractor its comments on the proposed budget(s) and all other proposals the Contractor has provided pursuant to Sections D.2.b. and c., above, which will specify the item(s), if any, to which SCRRA objects, and the basis for each objection. SCRRA and the Contractor shall promptly negotiate with respect to any items to which SCRRA objects and shall endeavor in good faith to complete the negotiation process by no later than April 1 of each year. The SCRRA Board of Directors will review the proposed budget by no later than May 1. In the event the SCRRA Board of Directors does not approve the proposed budget by the June meeting, SCRRA will provide to the Contractor within five (5) days after its June meeting, a copy of all documents upon which the Parties have reached agreement, and a copy of all documents on which all or part is not yet agreed upon, along with a precise statement of the items that remain unresolved. The Contractor shall provide SCRRA staff with a statement of the Contractor's position on any unresolved items by June 30 and, unless otherwise agreed, both SCRRA's statement and Contractor's statement shall be submitted to the SCRRA CEO by July 1.

e. Operations Without Budget

If the Parties are unable to agree on a budget prior to the start of a Fiscal Year, either Party may refer the matter to the dispute resolution process described in Section D.10., below. If the Contractor and SCRRA are unable to agree on a budget by the beginning of a Fiscal Year, and if Contractor's proposed budget would result in an increase or a

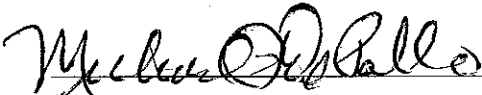
decrease to the Approved Budget that was in effect on the last day of the prior Fiscal Year (the "Prior Budget"), and if the Service Plan for the new Fiscal Year does not include any changes in service levels from those in place during the Fiscal Year then concluding, SCRRA will make monthly payments to the Contractor pending completion of the negotiations or of the dispute resolution process referred to in Section D.10., which equal the 1/12 of the annual Direct Costs, G&A, Profit and Overhead in accordance with the Prior Budget. When the Parties agree on an Approved Budget, either voluntarily or if the matter is resolved through the Dispute Resolution process set forth in Section D.10., the next Monthly Advance payment made pursuant to Section D.12.a. shall be adjusted to reflect 1/12<sup>th</sup> of the newly agreed upon Approved Budget. If the Service Plan for the new Fiscal Year does include a change in service levels and the Parties are unable to agree upon a budget prior to the start of that Fiscal year, the proposed change in service level will not occur (unless the Parties otherwise agree) until completion of the dispute resolution process described in Section D.10., below.

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.

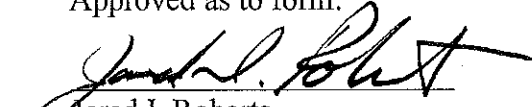
**NATIONAL RAILROAD  
PASSENGER CORPORATION**

  
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for Joseph Boardman  
President & Chief Executive Officer

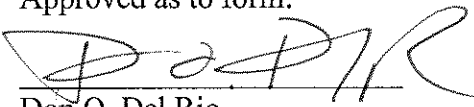
**SOUTHERN CALIFORNIA  
REGIONAL RAIL AUTHORITY**

  
\_\_\_\_\_  
Michael P. DePallo  
Chief Executive Officer

Approved as to form:

  
\_\_\_\_\_  
Jared I. Roberts  
Deputy General Counsel

Approved as to form:

  
\_\_\_\_\_  
Don O. Del Rio  
General Counsel